



CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Tuesday, November 22, 2022, 7:00 P.M.

Regular meeting of the City of Baraboo Common Council, Mayor Nelson presiding.

Notices Sent To Council Members: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, and Thurow

Notices Sent To City Staff, Media And Other Interested Parties: City Administrator Bradley, CDA Dir. Cannon, Clerk Zeman, DPW Dir./Engineer Pinion, Finance Dir. Ostrander, Fire Chief Stieve, EMS Chief Johnson, Library Dir. Bergin, Parks & Rec. Dir. Hardy, Police Chief Sinden, Street Super. Gilman, Utility Super. Peterson, Treasurer Laux, Atty. Eric Hagen (Boardman Clark), Baraboo News Republic, WBDL, 99.7FM, *Eugene Doro, Mary Farrell-Stieve*

1. CALL TO ORDER

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

3. APPROVAL OF PREVIOUS MINUTES (*Voice Vote*): November 1, 2022 and November 8, 2022

4. APPROVAL OF AGENDA (*Voice Vote*)

5. COMPLIANCE WITH OPEN MEETING LAW NOTED

6. PRESENTATIONS

- Finance Director J. Ostrander will present the 2023 Budget

7. PUBLIC HEARINGS

- Proposed assessments to be levied in the Baraboo Improvement District (BID).
- Proposed 2023 City Budget.

8. PUBLIC INVITED TO SPEAK (*Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.*)

9. MAYOR'S BUSINESS –

- Thanks to the City Clerk, her staff, our poll workers, and all the City departments that pitched in to run a very smooth operation on Election Day.
- City Offices will be closed Thursday, November 24 and Friday, November 25, 2022 for the Thanksgiving Holiday.
- The Mayor welcomes Thomas Cox to the Baraboo Economic Development Commission (BEDC). He will be representing the Sauk County Development Corporation (SCDC).
- Congratulations to St. Clare Hospital on their 100th anniversary. We are fortunate to have them serving the Baraboo community!
- The Mayor would like to congratulate Eugene Doro on his 40th anniversary with the City's Wastewater Department. Also, congratulations to Mary Farrell-Stieve on her 5th anniversary with the Carnegie-Schadde Memorial Public Library. Congratulations to both you!

10. CONSENT AGENDA (*Roll Call*)

CA-1...Approve the accounts payable to be paid in the amount of \$_____.

CA-2...Approve the Annual Weights & Measures Assessments for 2022.

CA-3... Approve the Temporary Alcohol License application (aka Picnic License) for Sauk County Historical Society, Christmas at the Mansion, December 9, 2022.

CA-4... Approval of writing off uncollectible accounts.

11. ORDINANCES ON 2ND READING

SRO-1... Consider amending §7.14 pertaining to Traffic and Parking Regulation on and adjacent to school district grounds. (*Pinion*)

12. NEW BUSINESS – RESOLUTIONS

NBR-1...Consider approving the Resilient Baraboo Report (*Cannon*)

NBR-2...Consider supporting the Baraboo Chamber of Commerce efforts to submit the Baraboo Area for membership as a “Trail Community” through the Ice Age Trail Alliance. (*Hardy*)

NBR-3...Consider budget amendment that authorizes a contribution of \$625 towards the application fee for Baraboo’s designation as a “Trail Community” through the Ice Age Trail Alliance. (*Nelson*)

NBR-4...Consider request from Freedom in Christ Assembly Church to enter a lease with the City to rent the Civic Center on Sunday mornings for 12 months. (*Hardy*)

NBR-5... Consider approving the amended Department of Natural Resources (DNR) Principal Forgiveness Water Service Agreement. (*Peterson*)

NBR-6...Consider authorizing the City to apply for the 2022 WisDOT Public Transit Assistance Program (PTAP) funding offered by the Federal and State for the City of Baraboo and the 2021 Federal Section 5311 Operating and Capital (Formula Grants for Rural Areas). (*Ostrander*)

NBR-7...Consider extending the vehicle leases and agreement with Abby Vans for 2023 taxi service. (*Ostrander*)

NBR-8...Consider authorizing the Baraboo Bluffs Condominium Plat, Phase 1. (*Pinion*)

NBR-9...Approve the 2023 Business Improvement District (BID) Budget for \$50,400. (*Ostrander*)

NBR-10...Approve the proposed assessments to be levied upon property within the Business Improvement District (BID). (*Ostrander*)

NBR-11...Approve the 2023 Community Development Budgets. (*Cannon*)

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| a. Donahue Terrace Apartments | f. Revolving Economic Dev. |
| b. Corson Square Apartments | g. Library Building Fund |
| c. City Admin Building Fund | h. Capital Catalyst |
| d. Community Dev. Block Grant | i. Fire/EMS Building Fund |
| e. Façade Improvement | |

NBR-12...Approve the Sanitary Sewer Utility Budget in the amount of \$1,677,617 and set user charges accordingly. (*Peterson*)

NBR-13...Approve the 2023 Water Utility Budget in the amount of \$2,239,595. (*Peterson*)

NBR-14...Approve the 2023 Stormwater Utility Budget in the amount of \$593,247. (*Peterson*)

NBR-15...Approve the 2023 Tax Incremental Finance Funds for the City’s six Tax Incremental Districts. (*Ostrander/Bradley*)

NBR-16...Approve the 2023 Budgets for funds with sources of revenue other than levy: *(Ostrander/Bradley)*

Taxi (Fund 230):	Street Lighting (Fund 240)
Park Impact/Development (Fund 250):	Library Impact Fees (Fund 251):
Police Impact Fees	Fire Impact Fees
Lead Service Grant	Library Operating
Disaster Aid (ARPA)	Emergency Management
Police Equipment	PW Capital Equipment
General GOV/IT Capital	Parks/Rec Capital Equipment
Park Amenities	Capital Projects/ Roads
Special Assessments	Land Development
Insurance	Leased Vehicles
UW Campus	Alma Waite
Kuenzi Estate	Fire Benefit
Library Segregated	Library Building
Park Segregated	Oschner Park

NBR-17...Approve the tax levy for \$9,073,020, tax rate of \$9.67090 per thousand dollars and adopt the 2023 City Budget for a total of \$15,405,141. *(Ostrander/Bradley)*

13. **NEW BUSINESS ORDINANCES**

NBO-1...Approve Phase 1 Specific Implementation Plan for Baraboo Bluffs Condominium Planned Unit Development. *(Pinion)*

NBO-2...Consider repealing and recreating §1.30 of the Baraboo Municipal Code, Baraboo Area Joint Fire and Emergency Medical Services District. *(Nelson/Bradley)*

(Note: To waive a second reading of this Ordinance, a motion to suspend the Council Rules as permitted by Section 2.04(20), Baraboo Municipal Code, must first be made. This motion requires a 2/3 vote. If the motion passes, a new motion can then be made to Waive the Second Reading of the Ordinance. If this motion passes, then the Second Reading is waived and the Ordinance will be passed on the vote taken at today's meeting).

14. **ADMINISTRATOR AND COUNCIL COMMENTS** *(Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)*

15. **REPORTS, PETITIONS, AND CORRESPONDENCE** The City acknowledges receipt and distribution of the following:

- **Reports:** October 2022 - Treasurer
- **Minutes from the Following Meetings:**

Copies of these meeting minutes are included in your packet:

Finance.....10-25-2022	UW Campus.....10-20-2022
Plan.....9-20-2022, 10-18-2022	

Copies of these meeting minutes are on file in the Clerk's office:

Park & Recreation.....10-12-2022	CDA.....10-4-2022
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Petitions and Correspondence Being Referred:

16. **ADJOURNMENT** *(Voice Vote)*

Brenda Zeman, City Clerk

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com

November 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
20	21	22	23	24	25	26
	PFC	Finance Council		Thanksgiving Day Offices CLOSED	Thanksgiving Holiday Offices CLOSED	
27	28	29	30	1	2	3
	Public Safety					

December 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2	3
				BEDC		
4	5	6	7	8	9	10
		CDA Administrative				
11	12	13	14	15	16	17
	Park & Rec	Finance Council	Ambulance	UW Campus		
18	19	20	21	22	23	24
	Public Safety PFC	Plan Library	BID	EM. Mgmt.	Christmas Eve Day Observed City Offices CLOSED	Christmas Eve Day
25	26	27	28	29	30	31
Christmas Day	Christmas Day Observed City Offices CLOSED			Public Arts		

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PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

Agenda jointly prepared by D. Griggel and B. Zeman

Agenda posted on 11/17/2022

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, November 1, 2022 – 7:00 p.m.**

Mayor Nelson called the special meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Hazard, Kent, Petty, Sloan, Kierzek, Thurow

Council Members Absent: Ellington

Others Present: Clerk Zeman, Adm. Bradley, J. Ostrander, L. Laux, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Kent and carried to approve the agenda.

Compliance with the Open Meeting Law was noted.

PUBLIC INVITED TO SPEAK – No one spoke.

COMMITTEE OF THE WHOLE

Moved by Thurow, seconded by Sloan, to enter Committee of the Whole to review and discuss the 2023 Budget.

J. Ostrander presented the Council with the 2023 Budget. Within the budget document she noted that per our Fund Balance policy of 25% allowed, we could have included up to \$769,149.26; however, only \$610,289 of Fund Balance was applied for 2023.

J. Ostrander went on to present the “Special Revenue” funds; money that is restricted for specific use and is not co-mingled with other funds. Ald. Petty questioned the revenue for the “Vehicle Registration Fee” and City Treasurer Laux noted that this is not a separate fund, it’s tied to the Public Works Department. Ald. Sloan noted that this has been discussed before, how to make sure if it’s designated for roads, we spend it on roads. He noted the budget was not increased by this fee amount.

Adm. Bradley went into detail for the “Special Revenue” funds. The Taxi Grant, Adm. Bradley explained that with the increase of expenditures, with substantially less revenues, this is a program that will need to be looked at. The “Streetlighting” is a fee included on the water bill that is set aside for costs associated with streetlights. “Park Impact Fees” includes a huge increase with the amount of development going on. Two major projects, including the Jackson Property and the South Side Development, are in the works for the use of the bulk of these funds towards parks and/or park equipment. As for the “Library Impact Fees”, some of these funds were set aside for equipment in the Library Project; the remainder will be used to buy down some debt. The “Public Safety Impact Fees” go towards portions of payments on this building which will continue, buying down debt service costs. Portions of the new Fire/EMS Stations will also be able to use these fees. The “Library Operating” is pretty straight forward. The “Disaster Aid” is currently “ARPA” funds, all of which have been spoken for; \$44,000 for Fire equipment and the balance for the Taxi program.

For Debt Service, J. Ostrander noted that we will have to levy for \$2,756,089 of Debt Service.

Adm. Bradley gave an update on the current TID’s. 2023 will be the last increment year for TID #6. Both TID #6 and TID #8 are debt free. The increment for TID #8 will be used to subsidize the infrastructure for the South Side Development project. TID #7 is overlaid with TID #11; any new increment will go into TID #11. A developer within TID #7 is still paying for a shortfall of increment. TID #11 now encompasses everything that was in TID #6 except for Walmart. TID #9 was closed earlier this year; this TID was funded entirely by TID #6. TID #10 is the overlay of a portion of TID #8 and includes the Three Amigos development and the riverfront development. TID #11 is a donor to TID #10. We do anticipate the need for further bonds that will be backed by TID revenue. TID #12 is doing very well and includes the Jackson property on the east side. We are estimating about \$70M of increment for TID #12.

Council reviewed the Capital Funds budget as presented by J. Ostrander.

The “Enterprise Funds” are like normal business accounts, and will include water, sewer, and stormwater. Next year the Airport fund will be removed. City Treasurer Laux noted that for the Economic Development fund, the EDA grant went through this fund last year. The money in their now is repayment from TID #6 for a land purchase years ago.

The “Internal Service” funds includes insurance, unfunded pension, and leased vehicles. In the future, all of our insurance will hit this fund. Unfunded pension was due to the state and was paid off by the City this year. This will be \$0 going forward. Adm. Bradley explained that we are still working through the replacement of vehicles through Enterprise. We do have a number of vehicles ordered, we are anticipating delivery Oct/Nov 2023.

The “Fiduciary Funds” is money that we hold or invest in other avenues. This includes the UW Campus, Alma Waite, Kuenzi Estate, and Library Segregated.

Mayor Nelson noted that there will be another Committee of the Whole included on the November 8th Council agenda if any members of the Council have questions on the 2023 Budget.

Moved by Petty, seconded by Kent, to rise and report from Committee of the Whole and return to regular session.

ADJOURNMENT

Moved by Wedekind, seconded by Kolb, and carried on voice vote, that the meeting adjourn at 7:56pm.

Brenda Zeman, City Clerk

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, November 8, 2022 – 7:00 p.m.**

Mayor Nelson called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent:

Others Present: Interim Chief Sinden, City Treasurer Laux, Adm. Bradley, J. Ostrander, T. Pinion, members of the press and others.

The Pledge of Allegiance was given.

Moved by Kolb, seconded by Petty and carried to approve the minutes of October 25, 2022.

Moved by Wedekind, seconded by Ellington and carried to approve the agenda.

Compliance with the Open Meeting Law was noted.

MAYOR'S BUSINESS

- Today is Election Day. Polls are open until 8:00pm and all City of Baraboo residents vote at the Baraboo Civic Center.

PRESENTATIONS

Kristen Fish-Peterson, Redevelopment Resources, presented the Resilient Baraboo Report.

PUBLIC HEARINGS – None Scheduled.

PUBLIC INVITED TO SPEAK – No one spoke.

CONSENT AGENDA

Resolution No. 22-111

THAT the Accounts Payable, in the amount of \$949,262.86 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 22-112

THAT the “Schedule for Successor of Agent” submitted by Con Amici, LLC, appointing Cornelia Schmitz as the new agent be approved. The City Clerk is authorized to re-issue the liquor license for Con Amici, LLC including Cornelia Schmitz as the agent.

Resolution No. 22-113

THAT the City Clerk be authorized to issue the following Picnic Licenses:

- Downtown Baraboo, Inc, Wine Walk, 11/18/2022

Moved by Wedekind, seconded by Ellington and carried that the Consent Agenda be approved- 9 ayes.

ORDINANCES ON 2ND READING

Moved by Sloan, seconded by Kolb and carried unanimously to approve the 2nd reading of **Ordinance No. 2602** approving the General Development Plan with KMD Development LLC for the proposed Baraboo Bluff Condominium project.

NEW BUSINESS - RESOLUTIONS

Resolution No. 22-114

Whereas, the Common Council of the City of Baraboo has created a Business Improvement District (BID) for the City of Baraboo, and;

Whereas, the BID has submitted an operating plan for the BID for 2023 and;

Whereas the Operating Plan for the BID proposes that the implementation of the Plan be funded through a special assessment upon all properties within the BID boundaries to the extent that those properties are not exempt from the general property tax, except real property used exclusively for residential purposes. The assessment shall be based on the equalized value of property in the BID and the proposed assessment shall be \$1.4524216 of \$1,000 of assessed value.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the BID operating plan is accepted.

That said Council intends to levy and collect an assessment upon all business, manufacturing and mixed business and residential property in the BID, as follows:

- The purpose of the assessment is to fund the BID Operating Plan for the calendar year 2023
- The limits of the proposed assessment district are as follows:
“The centerline of 1st Street and 1st Avenue on the South; the centerline of Birch Street on the West, the centerline of the alley running East and West between 6th and 7th Avenue on the North; and a line running North and South through the center of Block 12,13,24,25,36 and 37 of the Plat of the City of Baraboo, formerly Adams, on the East.”
- The proposed assessment is for calendar year 2023.
- The proposed assessment shall be paid in one installment.
- The proposed assessment shall be on all properties within the BID boundaries to the extent that those properties are not exempt from the general property tax, except real property used exclusively for residential purposes. The date for determining eligibility for exemption from this BID assessment shall be January 1 of the year of the adoption of the Final Resolution by the City Council.
- The amount of the proposed assessment is \$1.4524216 per \$1,000 of value of said property based on the 2022 tax roll assessment.
- The proposed assessments shall be due the first day of March 2023, which is the first day of the second month following adoption by the City Council of a resolution levying assessments. Those assessments not paid by that date shall become delinquent as per Section 66.0703 (13) of the Wis. Stats.

BE IT FURTHER RESOLVED that a public hearing to hear public comment concerning BID Assessments will be held on November 22, 2022, at 7:00 p.m. in the Council Chambers. The City Clerk is directed to properly notice all property owners within the BID of the public hearing and proposed assessment.

Moved by Sloan, seconded by Petty and carried that **Resolution No. 22-114** be approved-9 ayes.

Resolution No. 22-115**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the Mayor and City Clerk are hereby authorized to execute a time and expense Agreement

with MSA Professional Services, Inc. for annual monitoring at the former City Landfill in the amount of \$18,355 per year for the next three years, 2023 through 2025.

Moved by Ellington, seconded by Thurow and carried that **Resolution No. 22-115** be approved-9 ayes.

Resolution No. 22-116

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the pay for the appointment of Rob Sinden to the position of Police Chief be set at Grade 17 with an annual salary of \$105,000 with an effective date of October 27, 2022.

Moved by Wedekind, seconded by Hazard and carried that **Resolution No. 22-116** be approved-9 ayes.

Resolution No. 22-117

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the amended Alma Waite Funds Policy is hereby adopted and shall be in full force and effect upon the passage of this Resolution.

Moved by Petty, seconded by Kent and carried that **Resolution No. 22-117** be approved-9 ayes.

NEW BUSINESS – ORDINANCES

Motion by Ellington, seconded by Thurow and carried unanimously to approve the 1st reading of **Ordinance No. 2603** revising the City of Baraboo Code of Ordinances §7.14 Traffic and Parking Regulations on and adjacent to school district grounds.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. The City of Baraboo Code of Ordinances § 7.14 is revised as follows:

7.14 TRAFFIC AND PARKING REGULATIONS ON AND ADJACENT TO SCHOOL DISTRICT GROUNDS

(3) VEHICLE PARKING PROHIBITED AT SPECIFIED TIMES

(d) During the hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. and 3:30 p.m. on school days, no person shall park, stop, or leave standing any vehicle, whether attended or unattended, except temporarily for the purpose of and while engaged in loading or unloading or in receiving or in discharging passengers on the following streets:

1. On the north side of 6th Street adjacent to East School between Wheeler Street and Jefferson Street. (2101 10/22/2002; 2303 04/28/2009)
2. The west side of Draper Street beginning at the southernmost driveway leading to the Baraboo Middle School and thence north to the northernmost driveway leading to the Baraboo Middle School.

1.

2. This Ordinance shall take effect upon passage and publication as provided by law.

COMMITTEE OF THE WHOLE

Moved by Kolb, seconded by Wedekind to enter Committee of the Whole to discuss the 2023 Budget.

Adm. Bradley noted we are still working on the MOU with the Baraboo School District regarding the funding of the School Resource Officers.

The public hearing for the 2023 Budget will take place on November 22, 2022.

Moved by Petty, seconded by Hazard, to rise and report from Committee of the Whole and return to regular session.

ADMINISTRATOR AND COUNCIL COMMENTS

Ald. Wedekind noted that there will be a Veteran's Service on Friday, November 11th at the Civic Center at 11:00am.

Ald. Petty noted that there were no questions tonight on the budget because it has been reviewed over the last few meetings.

REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

- **Reports:** None.
- **Minutes from the Following Meetings:**

Finance/Personnel Committee–Dennis Thurow Committee Room, #205

October 11, 2022

Members Present: Sloan, Kent, Petty

Absent:

Others Present: Mayor Nelson, Clerk Zeman, J. Ostrander, R. Sinden

Call to Order –Ald. Sloan called the meeting to order at 5:30p.m. noting compliance with the Open Meeting Law.

Moved by Kent, seconded by Petty to approve the minutes of September 27, 2022. Motion carried unanimously.

Moved by Petty, seconded by Kent to approve the amended agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for **\$982,384.69**. Motion carried unanimously.
- b) **Apple iPads** – J. Ostrander explained that we received quotes for 20 ipads with keypads. This purchase ties directly to the future use of eScribe for agenda management. The transfer of funds to cover this purchase will be made from the excess funds available in the Engineer budget. While the goal is to go paperless, paper copies of the agendas will be provided upon request. Moved by Kent, seconded by Petty to recommend to Council the budget transfer amendment authorizing the purchase of 20 (twenty) 9th generation Apple iPads. Motion carried unanimously.
- c) **Intergovernmental Agreement & Bylaws** – Ald. Petty, as chair of the Consolidation Committee, explained that months ago, they got together with the municipalities involved with the Baraboo District Ambulance Service (BDAS) to look at joining EMS with fire. Over the course of time, the consolidation of the EMS and Fire was worked out by the committee. It then went between the consolidation committee to the BDAS Board, back and forth until a final agreement was approved by both. From here the agreement and bylaws were provided to each participating municipality for a vote. The goal is to have this combined district active January 1, 2023. Ald. Petty also noted that the agreement includes a change to the weighting of the voting structure for the municipalities and allows for municipalities to contract for service vs being a member of the district. There are two separate municipal calculations; EMS based on number of calls and population and Fire based on equalized value, number

of calls, and population. This is a solid start to the agreement and bylaws which can later be amended with supermajority vote of municipalities. Moved by Petty, seconded by Kent to recommend to Council the approval of the Intergovernmental Agreement and Bylaws for the Creation of the Baraboo Area Joint Fire and Emergency Medical Services District. Motion carried unanimously.

- d) **Alma Waite Funds Request** – J. Ostrander explained that every year residents can apply for the Alma Waite Funds. There were 2 applications received for 2023, the Baraboo Children's Museum and Concerts on the Square, each for \$10,000. We are estimating \$13,900 will be received in 2022 for interest; 25% of this going back to the original fund. After expensing the approved applications for 2022, we will have expendable funds of \$8,536.73 for 2023. Ald. Sloan confirmed that we distributed more funds in 2022 than were earned; we projected interest rates that were lower than actual. The committee discussed options for going forward and it was agreed that instead of estimating for a calendar year, the Finance Department would look at actual interest earned for October 1st through September 30th to be awarded the following year, in this case 2024. To avoid not giving any funds, it is the Committee's recommendation to be conservative and award only a total of \$3,000 for 2023, split 50/50 between the two applicants. Motion by Kent, seconded by Petty to recommend to Common Council to spend \$3,000 from the Alma Waite Funds, splitting it 50/50 between the two applicants. Motion carried unanimously.
- e) **Acceptance of Police Grant** – R. Sinden explained that this is a grant that was announced back in March. The City of Baraboo Police Department was allocated \$32,178.58. He is looking for approval to accept this grant. With this grant the City must spend the money, and we are then reimbursed. The grant funds must be spent by June 30, 2023. Ald. Sloan requested that these purchases be approved by the Finance/Personnel Committee prior to the actual purchase. Moved by Petty, seconded by Kent to recommend to Common Council to authorize the Baraboo Police Department to accept \$32,178.58 Department of Administration (DOA) funds, or "ARPA Funds", from the Coronavirus State Fiscal Recovery Fund with the requirement that the expenditures are included to the Finance/Personnel Committee for prior approval of purchase. Motion carried unanimously.

Discussion Items:

- a) **Employee Personnel Policy and Handbook** – Mayor Nelson explained that with the hire of new personnel in the Finance Department, City Adm. Bradley raised the question of why we do a drug test when marijuana is now legal in surrounding states. The Committee would like recommendation from legal counsel.
- b) **Discuss Options for Broadcasting the City Council Meetings** – No discussion took place; this will be placed on the next agenda.
- c) **Purchasing Policy** – No discussion took place; the Committee will continue to review this at future meetings.

Adjournment – Moved by Kent, seconded by Petty and carried to adjourn at 6:46pm.

Administrative Committee

September 27, 2022

Present: Alderpersons Kathleen Thurow, Heather Kierzek, Bryant Hazard

Absent: None.

Also Present: City Clerk Brenda Zeman, Interim Police Chief Rob Sinden, Finance Director Julie Ostrander, Rob Nelson, Administrator Casey Bradley

Citizen Present: None

The meeting was called to order by Chairman Kathleen Thurow at 8:00am, with roll call and noting compliance with the Open Meetings Law.

Motion by Hazard second by Kierzek to approve the September 6, 2022, minutes.

Motion by Hazard second by Kierzek to approve the agenda. Motion carried unanimously.

Action Items:

- a) Review and recommendation to the Common Council on approving the Temporary Liquor Licenses (aka Picnic License) for Shakespeare on the Edge, Inc, A Gathering of Rogues & Ruffians – A Renaissance Faire, 10/08/2022-10/09/2022.

Rob Sinden reminded the committee the police department provides service during this event. The background checked out fine when completed. Everyone has a good time.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously.

- b) Review and recommendation to the Common Council for the Liquor License Change of Agent for Al Ringling Theatre to Charlene Flygt.

Rob Sinden has no issues at all.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously

c.) Review and recommendation to Common Council concerning John Ellington's request to consider possible changes to the Council's public comment policy.

The committee discussed that there is a potential for citizens to get on "their soapbox" if the public comment is changed to comments not included on the agenda.

No motion.

d.) Review and recommendation to Common Council amendments to Chapter 7.24 of the Code of Ordinances to correct an oversight by adding a reference to 7.09(20) into 7.24(4).

Rob Sinden passed this item over to Mayor Rob Nelson. Basically, he described the ordinance needed to have the excessive parking items renumbered and cleaned up.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously,

3) Information Item(s):

a) Date and time of next meeting: Tuesday, November 1, 2022, at 8:00AM.

Discussed tackling the assigned strategic plan list at each administrative meeting and breaking down the list into smaller pieces to avoid special meetings specifically for this purpose.

Motion to adjourn by Hazard, seconded by Kierzek at 8:11 AM and unanimously carried.

Baraboo BID Meeting Minutes

10/19/2022

Present:

Members: S. Fay, A. Killgallon, K. Thurow, M. Miller, B. McDaniel, T. Sefkar, D. Marshall, B. Stelling

Absent:

Members:

Other:

President Fay called the meeting to order at 6:00pm

In Compliance of Open Meeting Laws

Approval of August 2022 minutes: Killgallon, McDaniel. Carried

Amendment of 2022 BID Assessment

Adoption of Agenda: Thurow, McDaniel Carried

Officer/Committee

Reports

President: Fay

None

Secretary: Killgallon

• None

Treasurer: Stelling

• None

Appearances: Stelling

• No word from lighting company. Will continue to attempt to move forward with them.
• Baskets will be coming down this week
• DBI will be switching out banners this week

Business Development: Marshall

• None

Finance: Wickus/Stelling

• None

Parking: Fay

• None

Promotions: Wickus

- None

Old Business:

- Approval on 2023 BID Assessment
 - Wickus, McDaniel

New Business:

- Approval of Financials
 - Wickus, Marshall Carried
- Approval of Vouchers
 - \$1,700.28 – City of Baraboo
 - 2022 Billing Services & 2nd Quarter Copies
 - \$552.73 – Amy Schertz
 - Fall 2022 BID Planters
 - \$566.81 – Amy Schertz
 - Summer 2022 BID Planters
 - \$6,060 - Willie Deppe
 - Planter Watering and Maintenance

\$8,879.82 Total

- Motion to Approve Wickus, Marshall , Carried
- Next Agenda Items
 - Nov 16th, 2022 at 6:00pm

Motion to Adjourn at 6:19p, Killgallon, McDaniel, carried.

- **Copies of these meeting minutes are on file in the Clerk's office:**

Public Arts.....9-22-2022	CDA.....10-4-2022, 10-27-2022
Ambulance.....9-28-2022	
- **Petitions & Correspondence Being Referred:** None.

ADJOURNMENT

Moved by Wedekind, seconded by Ellington, and carried on voice vote, that the meeting adjourn at 7:45pm.

Brenda Zeman, City Clerk

CA – 1

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

<i>Background:</i>
Fiscal Note: (Check one) <input type="checkbox"/> Not Required <input type="checkbox"/> Budgeted Expenditure <input type="checkbox"/> Not Budgeted
<i>Comments</i>

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ _____ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: The State Statutes requires that all municipalities over 5000 in population have a qualified weights and measures program ensuring that customers are receiving the correct weight or volume of items they are purchasing. Gas pumps and scales that weigh bulk items for sale to potential customers are examples of equipment tested. Baraboo has contracted with the State of Wisconsin to perform necessary tests for area businesses. Each business selling products by weight or volume is required to license measuring devices and pay their appropriate share of the inspection costs. The City endorsed this program in fairness to all taxpayers, reasoning that inspection fees are a cost of doing business and are more properly recovered as a consumer cost.

Assessments are calculated based upon the cost of providing inspections. The cost to a business is based on the number of inspections done by the State and the types of devices at each location. Notices were mailed to all affected businesses informing them of their preliminary assessment and likelihood of Council action as required by City Code.

Fiscal Note: (Check one) ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Weights and Measures Assessments for 2022 are hereby approved and that the City Clerk shall notify affected businesses of their final assessment as provided in the City Code.

Offered by: Finance/Personnel
Motion:
Second:

Approved: _____
Attest: _____

CITY OF BARABOO
2022 WEIGHTS MEASURES ASSESSMENT

Lic. #	Parcel#	Name	Store Location	Scanning Test	Package Test	Assessment	Inspected	LMD	Truck Meter	Vehicle Scale	<100'Scale	> 100' Scale	Timers	Other	Asmt	2nd Inspection	Asmt	License Fee	2022 Invoice
	206-1068-00000	Amerigas	607 South Blvd			0.00	Y	5	3		2		1		\$202.27		0.00	\$30.00	232.27
	206-1080-00000	Baraboo Custom Lube & Wash	815 South Blvd			0.00	Y				1				\$6.82		0.00	\$30.00	36.82
	206-1483-00000	Bekan Kate's	117 Third Street			0.00	Y				1				\$15.91		0.00	\$30.00	45.91
	206-1152-20000	Blair's Farm and Fleet	1100 South Blvd	9		204.54	Y				3				\$47.73	1	22.73	\$30.00	305.00
	206-1080-04000	Casey's General Store #1904	801 South Blvd			0.00	Y	12							\$81.82		0.00	\$30.00	111.82
	206-1334-00000	Coachlille Laundry	715/717 Broadway			0.00	Y						24		\$163.63		0.00	\$30.00	193.63
	206-9072-13150	Coffee Bean Connection	701 Oak Street			0.00	Y				2				\$31.82		0.00	\$30.00	61.82
	206-0462-00000	Driven Bands (Take 5 Oil Change)	818 8Th St. #C			0.00	Y	26			1				\$15.91		0.00	\$30.00	45.91
	206-0986-00000	Get N Go	325 South Blvd			0.00	Y				3				\$177.27		0.00	\$30.00	207.27
	206-1484-00000	Healthy Habits LLC (The Grainery)	127 3rd St			0.00	Y						26		\$177.27		0.00	\$30.00	207.27
	206-0986-00000	J & D Coin Laundry	325 South Blvd			0.00	Y								\$15.91		0.00	\$30.00	45.91
	206-1608-00000	Jeweler's Edge	416 Oak St			0.00	Y				1				\$195.46		0.00	\$30.00	225.46
	206-0476-00000	Kwik Trip #657	604 8Th St			0.00	Y	24			2				\$618.18	1	22.73	\$30.00	670.91
	206-1152-51200	Kwik Trip #855	1330 South Blvd			0.00	Y	82			2		4		\$47.73		0.00	\$30.00	77.73
	206-2703-00000	Las Milpas LLC	603 8th Ave			0.00	Y				3				\$31.82		0.00	\$30.00	61.82
	206-1152-70000	Mailboxes Pack N' Ship	830 State Road 136, Ste 1			0.00	Y				1				\$95.45		0.00	\$30.00	125.45
	206-0678-00000	Meat Market, The	700 Lincoln Ave			0.00	Y				4		2		\$190.91		0.00	\$30.00	289.09
	206-2552-26000	Menards	1040 Us Hwy 136	3		68.18	Y				12				\$620.46	3	66.18	\$30.00	968.63
	206-0313-00000	Pierce's Express Market	935 8Th St	11		250.00	Y	48			15		3	5	\$218.18		0.00	\$30.00	248.18
	206-1152-01010	Turner Oil & West Side Car Wash	413 Us Hwy 136			0.00	Y	26					2	4	\$109.09		0.00	\$30.00	139.09
	206-1459-00000	United Co-op	520 Ash St			0.00	Y	16							\$652.27		0.00	\$30.00	682.28
0000067	206-3426-21000	Wal-Mart Supercenter #1396	920 Us Hwy 136			0.00	Y				41				\$0.00		0.00		0.00
	206-1152-40000	Autozone Stores, Inc.	875 US Hwy 12			0.00									\$0.00		0.00		0.00
	206-1152-30000	O'Reilly Auto Parts	825 Us Hwy 136			0.00									\$0.00		0.00		0.00
	206-1054-00000	Sysco Food Services of Baraboo, Inc.	910 South Blvd			0.00									\$0.00		0.00		0.00
						522.72	0	239	3	0	93	3	55	14	3763.63	5	113.64	\$660.00	5,060.00

2022 Weights and Measures Calculation

Device	Inspectio Hours	No of Devices	Total Hours	% of Hours	Total Cost	Cost Per Device	Summary
Liquid Measuring Device							
Truck Meters	0.3	239	71.7	0.37	\$1,629.55	\$6.8182	Contract
Vehicle Scales	2	3	6	0.03	\$136.36	\$45.4545	License
Counter Scales, up to 100 lbs.	1.5	0	0	0.00	\$0.00	#DIV/0!	
Counter Scale, over 100 lbs.	0.7	93	65.1	0.34	\$1,479.55	\$15.9091	
Scale, 100-500 lbs	0.7	3	2.1	0.01	\$47.73	\$15.9091	
Timing Devices & Other	1	0	0	0.00	\$0.00	#DIV/0!	
Scanning Test Hours	0.3	69	20.7	0.11	\$470.45	\$6.818	\$3,763.64
Package Test Hours	23		23	0.12	\$522.73		\$522.73
Compland/Extra Inspection	5		5	0.03	\$113.64		\$113.64
Totals		407	194	1.00	\$4,400.00		\$4,400.00

CA-3

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

All Liquor Licenses expire annually on June 30th with the exception of the Picnic License. A Picnic License, also known as a Temporary Beer and/or Wine License, is typically issued for a one or two day event.

The Picnic License listed below was reviewed by the Police Department and the City Clerk. It will be reviewed by the Administrative Committee at their November 15th, 2022 meeting.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City Clerk be authorized to issue the following Picnic Licenses:

- Sauk County Historical Society, Christmas at the Mansion, 12/09/2022

Offered by: Administrative Comm. **Approved by Mayor:** _____

Motion:

Second: **Certified by Clerk:** _____

CA-4

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: Personal property taxes for Sauk County Contracting for the year 2018 have been uncollectable. The owner states he was out of business as of October 2017 and should not have been taxed. It has been placed with an external collection agencies.

Bad Badger Engineering received a WEDC grant loan in 2015. The owner has closed the business and moved out of the area. Collection attempts have been unsuccessful. Interest has been accruing. We ask that the loan be moved to an allowance for doubtful accounts and the interest be written off.

Several accounts receivable invoices are being recommended for writing off due to being reported as being uncollectable by State Debt Collection agency.

This item came before the Finance/Personnel Committee on November 21, 2022.

Fiscal Note: (Check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments: The 2022 budget has money to pay for uncollectible personal property taxes. All others would offset the current year revenue or result in an unbudgeted expense.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the following delinquent personal property accounts be written off in the amount of \$451.67:

Sauk County Contracting	2018	\$451.67	Out of Business—10/2017
-------------------------	------	----------	-------------------------

That the following accounts receivable balances be written off in the amount of \$8,483.06:

Spears, Rachelle	2016-19	SDC-Uncollectable	\$1,441.13
Becker, Cari	2018	SDC-Uncollectable	\$306.58
Brown, Gregory	2016/17	SDC-Uncollectable	\$844.83
Spink, Christine	2019	SDC-Uncollectable	\$222.77
Bostic, Lori	2018	SDC-Uncollectable	\$154.80
Paul, Gordon	2018	SDC-Uncollectable	\$208.18
Owens, Kathleen	2018/19	SDC-Uncollectable	\$287.43
Brandenhagen, Aaron	2017	SDC-Uncollectable	\$324.59
Benning, Margaret	2017	SDC-Uncollectable	\$141.21
Espinoza, Nathan	2017	SDC-Uncollectable	\$322.71
Flora, Nikolaus	2016	SDC-Uncollectable	\$96.70
Haskins, Reginald	2018	SDC-Uncollectable	\$305.59
Jenkins, Ricky	2017	SDC-Uncollectable	\$153.66
Martin, Skylar	2017	SDC-Uncollectable	\$71.51
Merreighn, Merle	2017	SDC-Uncollectable	\$158.64
Randazzo, Ty	2017	SDC-Uncollectable	\$125.98
Sandoval, Carol	2019	SDC-Uncollectable	\$100.00
Wheeler, Sherry	2017	SDC-Uncollectable	\$306.18
Robertson, Rachel	2017	SDC-Uncollectable	\$159.28
Groom, Dana	2019	SDC-Uncollectable	\$104.80
Baker, Joseph	2018	SDC-Uncollectable	\$312.39
Blacker, Tristan	2018	SDC-Uncollectable	\$200.00

Dailey, Michael	2020	SDC-Uncollectable	\$200.00
Delmore, Timothy	2019	SDC-Uncollectable	\$170.53
Desiderio, Darrick	2018	SDC-Uncollectable	\$224.91
Gonzalez Diaz, Iclia	2018	SDC-Uncollectable	\$362.09
Lira, Antonio	2018	SDC-Uncollectable	\$162.95
Lyons, Sheena	2018	SDC-Uncollectable	\$200.00
Miller, June	2018	SDC-Uncollectable	\$131.34
Scrofer, Steven	2018	SDC-Uncollectable	\$153.83
Roy, Katilynne	2018	SDC-Uncollectable	\$75.97
McWilliams, Morgan	2017	SDC-Uncollectable	\$234.48
Quality Construction,	2017	SDC-Uncollectable	\$218.00

That the Bad Badger Engineering loan balance in the amount of \$51,432.00 be written into an Allowance for doubtful accounts and the accrued interest of \$47,831.78 be written off. No further interest shall accrue.

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____

November-22

Delinquent Personal Property 2018 - 2020																Write-off City Portion	Write-off to Allowance for Doubtful Accounts
Name		Last Known Address	Business Address	Balance as of last report	Year	PAID	Continue Collection Attempts	Refer to Attorney	Small Claim Filed	SDC CMC	TRIP	Out of Business	Recind Tax	Can't Find	Comment		
Sand County Contracting	Chris Shanks		512 Oak St	\$1,080.64	18		\$1,080.64			X		X	X		OOB 10/2017	\$451.67	
Totals				\$1,080.64		\$0.00	\$1,080.64		\$0.00			\$0.00	\$0.00	\$0.00		\$451.67	\$0.00

Accounts Receivable																	
Name		Last Known Address		Invoice Amount	Year	PAID	Continue Collection Attempts	Refer to E.Truman	Small Claim Filed	SDC CMC	TRIP	Type			Comment	Write-off	
Spears, Rachelle	Inv#9472/ 10731/996/ 11009/404	433 7th St #5		\$1,441.13	2016-19					X		Medical Transport			SDC-Uncollectable	\$1,441.13	
Becker, Cari	Invoice #10957	Wisconsin Dells		\$306.58	2018					X		Medical Transport			SDC-Uncollectable	\$306.58	
Brown, Gregory	Inv#9324/ 8871/ 10652/669/742	403 Blake		\$844.83	2016/17					X		Medical Transport			SDC-Uncollectable	\$844.83	
Spink, Christine	Inv# 11429	Homeless		\$222.77	2019					X		Medical Transport			SDC-Uncollectable	\$222.77	
Bostic, Lori	Invoice #11058	Paragould, AZ		\$154.80	2018					X		Medical Transport			SDC-Uncollectable	\$154.80	
Paul, Gordon	Invoice #11051	Camby, IN		\$208.18	2018					X		Medical Transport			SDC-Uncollectable	\$208.18	
Owens, Kathleen	Invoice #11092/381	Sauk County Jail		\$287.43	2018/19					X		Medical Transport			SDC-Uncollectable	\$287.43	
Brandenhagen, Aaron	Invoice #10372	Reedsburg		\$324.59	2017					X		Medical Transport			SDC-Uncollectable	\$324.59	
Benning, Margaret	Invoice #9948	Cleveland, OH		\$141.21	2017					X		Medical Transport			SDC-Uncollectable	\$141.21	
Espinoza, Nathan	Invoice #10663	North Freedom		\$322.71	2017					X		Medical Transport			SDC-Uncollectable	\$322.71	
Flora, Nikolaus	Invoice #9491	S1975 County Rd A		\$96.70	2016					X		Medical Transport			SDC-Uncollectable	\$96.70	
Haskins, Reginald	Invoice #9493/11052	501 Center St		\$305.59	2018					X		Medical Transport			SDC-Uncollectable	\$305.59	
Jenkins, Ricky	Invoice #10344	Lake St		\$153.66	2017					X		Medical Transport			SDC-Uncollectable	\$153.66	
Martin, Skylar	Invoice #8875	Schepp Rd		\$111.51	2017	\$40.00				X		Medical Transport			SDC-Uncollectable	\$71.51	
Merreighn, Merle	Invoice #9947	214 Blake		\$158.64	2017					X		Medical Transport			SDC-Uncollectable	\$158.64	
Randazzo, Ty	Invoice #10213	Cudahy, WI		\$125.98	2017					X		Medical Transport			SDC-Uncollectable	\$125.98	
Sandoval, Carol	Invoice #11451	S2895 Decorah Rd		\$100.00	2019					X		Medical Transport			SDC-Uncollectable	\$100.00	
Wheeler, Sherry	Invoice #10675	107 Walnut		\$306.18	2017					X		Medical Transport			SDC-Uncollectable	\$306.18	
Robertson, Rachel	Invoice #10735	903 Moore #103		\$159.28	2017					X		Medical Transport			SDC-Uncollectable	\$159.28	
Groom, Dana	Invoice #11437	1320 Jefferson #1		\$154.80	2019	\$50.00				X		Medical Transport			SDC-Uncollectable	\$104.80	
Baker, Joseph	Invoice #11132	Wisconsin Dells		\$325.56	2018	\$13.17				X		Medical Transport			SDC-Uncollectable	\$312.39	
Blacker, Tristan	Invoice #10982	411 Lake St		\$200.00	2018					X		Medical Transport			SDC-Uncollectable	\$200.00	
Dailey, Michael	Invoice #11844	Reedsburg		\$200.00	2020					X		Medical Transport			SDC-Uncollectable	\$200.00	
Delmore, Timothy	Invoice #11403	Wisconsin Dells		\$170.53	2019					X		Medical Transport			SDC-Uncollectable	\$170.53	
Desiderio, Darrick	Invoice #10980	Madison		\$224.91	2018					X		Medical Transport			SDC-Uncollectable	\$224.91	
Gonzalez Diaz, Iclia	Invoice #11157	858 Grand Canyon Dr		\$362.09	2018					X		Medical Transport			SDC-Uncollectable	\$362.09	
Lira, Antonio	Invoice #10971	Lyndon Station		\$162.95	2018					X		Medical Transport			SDC-Uncollectable	\$162.95	
Lyons, Sheena	Invoice #11022	S4331 Draper St		\$200.00	2018					X		Medical Transport			SDC-Uncollectable	\$200.00	
Miller, June	Invoice #11008	E11205 Littlegeorge		\$308.12	2018	\$176.78				X		Medical Transport			SDC-Uncollectable	\$131.34	
Scrofer, Steven	Invoice #11091	North Freedom		\$153.83	2018					X		Medical Transport			SDC-Uncollectable	\$153.83	
Roy, Katilynne	Invoice #11014	E11205 Littlegeorge		\$299.97	2018	\$224.00				X		Medical Transport			SDC-Uncollectable	\$75.97	
McWilliams, Morgan	Invoice #10690	Elroy, WI		\$234.48	2017					X		Sign Damage			SDC-Uncollectable	\$234.48	
Quality Construction,	Invoice #10769	Portage	Brandon Dittberner	\$218.00	2017					X		Sidewalk Damage			SDC-Uncollectable	\$218.00	
				\$8,987.01		\$503.95										\$8,483.06	\$0.00

Capital Catalyst Loan

Bad Badger Engineering	WEDC grant Loan	50/50 match	Principal	\$51,432.00	2015												\$51,432.00
			Interest	\$47,831.76	thru 10/31/22												
Total																\$47,831.76	\$51,432.00

Other Items to Note

CDA Accounts Receivable																
Steven Thomas	Invoice #989116922	6th Ave	Corson #103	\$715.50	3/16/2021	\$335.00				X		Tenant Damages less Sec Dep	Deceased		\$380.50	
Danna Groom	Invoice #9808745	1320 Jefferson	Donahue #603	\$1,077.46	10/20/2017	\$319.00				X		Tenant Damages less Sec Dep	SDC - Uncollectable		\$492.23	

NBR - 1

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: The City of Baraboo received a Grant from the Economic Development Administration to create a Resilience Plan centering on an unexpected economic downturn.
Fiscal Note: (Check one) <input type="checkbox"/> Not Required <input type="checkbox"/> Budgeted Expenditure <input type="checkbox"/> Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, the City received a grant of \$105,000 for an Economic Resilience Plan;

WHEREAS, the City is required to match the grant with a funding of \$45,000;

WHEREAS, the City engaged the consulting services of Redevelopment Resources-Studio GWA to Complete the Plan;

WHEREAS, the Consultant has completed their plan and submitted it to the City Council;

NOW THEREFORE, be it resolved, the City of Baraboo accepts the Economic Resilience Plan provided by Redevelopment Resources – Studio GWA.

Offered by: Finance Committee

Motion:

Second:

Approved: _____

Attest: _____

NBR - 2

RESOLUTION NO. NBR -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of the Baraboo Area Chamber of Commerce applying for membership of the Baraboo Area (City of Baraboo/Village of West Baraboo) as a Trail Community member through the Ice Age Trail Alliance. Membership requires an MOU between the IATA and member communities, of which the Chamber would serve as the entity responsible for application and payment of membership fees, which amount to \$2,500 for the one-time application.

Membership as a Trail Community provides several benefits for communities that are tied to the Ice Age Trail route, including tourism and economic development opportunities. Additionally, activities related to the IAT are compatible to the many outdoor recreation opportunities that the Baraboo area promotes and is well known for. Being included as a member Trail Community provides additional exposure and promotions of related events and opportunities for businesses, visitors and residents of the Baraboo Area.

This resolution was recommended for consideration by the Parks and Recreation Commission at their November 14, 2022 meeting.

Fiscal Note: ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**

Comments: The \$2,500 one-time application fee would be raised and paid for by the Baraboo Area Chamber of Commerce.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City of Baraboo support the application of the Baraboo Area (City of Baraboo/Village of West Baraboo) and the Memorandum of Understanding between the Baraboo Area Chamber of Commerce and Ice Age Trail Alliance naming Baraboo/West Baraboo as an Ice Age Trail "Trail Community".

Offered by: Parks Commission
Motion:
Second:

Approved: _____

Attest: _____



ICE AGE TRAIL COMMUNITY APPLICATION



What is the Ice Age Trail Community?

The Ice Age Trail Alliance's Trail Communities program is designed as a symbiotic relationship between the Ice Age Trail Alliance (IATA) and communities near the Trail which enhances awareness of the Ice Age National Scenic Trail (IANST) and improves the quality of life in communities throughout Wisconsin.

Initially, a Trail Community may expand to include broader regions. This program will formalize existing partnerships as well as establish a template that can be used to build partnerships in the future.

Ice Age Trail Community **Application**

Criteria

A strong community application will include the following:

- An application committee comprised of elected officials, Chamber of Commerce (or related group), businesses and local Ice Age Trail Alliance chapter representatives.
- The community supports the Ice Age Trail Alliance and Ice Age Trail is evident.
- Language for the protection of the Ice Age Trail is included in local land use plans, planning tools, ordinances, and/or guidelines. Or demonstrate support to amend change or add to such plans.
- Involvement with the Ice Age Trail Alliance or Ice Age Trail with a local school including participation, or willingness to participate in, a Saunters program or service-learning event.
- Willingness to host a volunteer-based event such as a Mobile Skills Crew event, local chapter hike(s) or trailwide events.



Ice Age Trail Community Application

Prior to filling out the following application, please contact the Ice Age Trail Alliance with questions or concerns, at 608.798.4453 or amy@iceagetrail.org.

1) Community information

Town _____

City _____

Community Name _____

2) Contact information of community representative

Name _____

Title _____

Address _____

City _____

State _____

Zip _____

Phone _____

E-mail _____

3) Contact information of lead volunteer

Name _____

Title _____

Address _____

City _____

State _____

Zip _____



Ice Age Trail Community Application

- 4) Please include all application committee members, including contact information and affiliation with the community.
- 5) Describe community event(s) or plans for event(s) that may include the Ice Age Trail Alliance and Ice Age Trail.
- 6) Are there existing land protection, management, or development projects that may benefit the Ice Age Trail? Please describe.



Ice Age Trail Community Application

- 7) Attach any documents or links referencing language for the protection of the Ice Age Trail in local land use plans, planning tools, ordinances, and/or guidelines. Or, describe demonstrated support to amend change or add to such plans.
- 8) Describe why your community should be selected as an Ice Age Trail Community. What can the program do for your community? What can your community do for the Ice Age Trail?
- 9) What expectations does your community have of the Ice Age Trail Alliance?



Ice Age Trail Community Application

10) Please check the hiker services available in your community. *(Check all that apply)*

Service	Not Available	On The Trail	1-5 Miles From The Trail	6-10 Miles From the Trail	Not Applicable
Lodging					
Camping					
Outfitter					
ATM's					
Hiker Friendly Restaurants					
Laundry					
Grocery					
Showers					
Pharmacy & Medical Services					
Library					
Internet Access					
Post Office					
Public Restrooms					
Discounts for Hikers					
Signage for IAT					
Kiosks about IAT					

11) Please describe any of the hiker services mentioned above.
You are also encouraged to send pictures if possible. *(Please rate each)*





12) What is your community's state of action for each of the following?

Action	Not interested/sure, NA	Thinking about it	Definitely Getting Ready to Do This	Started Taking Actions	Already Doing This
Our community has strong partnerships with public land agencies.					
Volunteer leadership for the IATA in our community is committed.					
New IATA volunteers have stepped up recently.					
Our community offers community-led hikes on the IAT.					
We have made trail protection a priority.					
Our community regularly donates to the IATA.					
We partner with the IATA on programs.					
The IAT is included in our community brochures.					
Information about the IAT is included on our website.					
Community events have a focus on the IAT.					
Our community offers clear communication about the IAT to audiences through websites, signage, newsletters, etc.					

13) The IATA frequently hosts trainings, meetings and conferences. Please list any facilities in your community that can host a group of 40 people or more.



Ice Age Trail Community Application

14) Please describe the condition of the access points for the IAT. List any planned improvements that may be needed.

15) Please list the schools actively engaged with using the Ice Age Trail as an educational resource. Include grades and number of youth.

16) Please check all of the following your community has:

- | | |
|--|---|
| <input type="checkbox"/> Visitor or Community Center | <input type="checkbox"/> Shuttle services from IAT to town and vice versa |
| <input type="checkbox"/> Comprehensive plan and zoning ordinance (Please send in with application) | <input type="checkbox"/> Public transportation to airports |
| <input type="checkbox"/> Downtown beautification plan (Please send in with application) | <input type="checkbox"/> Car rental or taxi service |
| <input type="checkbox"/> Strategic marketing plan (Please send in with application) | <input type="checkbox"/> Farmers Market |



*Thank you for your support of the Ice Age Trail Alliance!
Please contact us at 608.798.4453 or amy@iceagetrail.org if you have any questions.*



NBR - 3

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: The Baraboo Area Chamber of Commerce, in cooperation with Downtown Baraboo, Inc., Village of West Baraboo, UW-Platteville-Baraboo/Sauk County, and the City of Baraboo is planning to submit an application for Baraboo to be designated a “Trail Community” by the Ice Age Trail Alliance. This designation will promote the Baraboo community and the services and amenities it can offer to hikers through the IATA’s publications, website, and social media. It also makes Baraboo an eligible destination during the annual Mammoth Hike Challenge and will increase opportunities for area residents to participate in hikes and other healthy activities. The IATA estimates that statewide, over 2.3 million people use the trail each year.

There is a one-time application fee of \$2,500. The application committee suggests that four partners (Chamber, BID, City of Baraboo, Village of West Baraboo) split the fee in equal portions, since benefit will accrue to all. The City’s portion would be \$625, which would come from unexpended funds in the Mayor’s 2022 Publications and Training budget line item (100-10-51410-320-000).

Since the portion of the trail through Baraboo already uses public sidewalks and the Riverwalk, it is not expected that this designation will require any increase in maintenance or staff time.

Note: (☒ one) [☐ Not Required] [☐ Budgeted Expenditure] [☐ Not Budgeted]
Comments:

Resolved by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the following budget transfer amendment authorizes a City contribution of \$625 towards the one-time application fee for Baraboo’s designation as a “Trail Community” by the Ice Age Trail Alliance. The monetary transfer is excess from the Mayor’s 2022 Publication and Training budget.

Account Number	Department	Budget	Credit (Debit)	Amended Budget	Balance YTD
100-10-51410-320-000	Mayor – Publications, Training, Dues	\$1,100.00	(625.00)	475.00	175.00
100-15-56710-270-400	Economic Development – Special Services, Designated	.00	625.00	625.00	.00

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____

NBR - 4

RESOLUTION NO. NBR -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of entering into a lease with the Freedom in Christ Assembly church for rental of the Civic Center gymnasium and room 11 on Sunday mornings from 8am-1pm for 12 months.

The non-exclusive rental of the gym and room 11 would be used for Sunday church service and Sunday school classes while the church completes construction on their new building, expected to be in late 2023 or early 2024.

As there is no storage involved and no keys given out, rent is being sought at \$1,000 per month. Holidays are excluded from rental dates.

This resolution was recommended for consideration by the Parks and Recreation Commission at their November 14, 2022 meeting.

Fiscal Note: ☐ **Not Required** ☒ **Budgeted Expenditure** ☐ **Not Budgeted**

Comments: City costs to open the building on Sundays mornings will be no more than \$600 per month (utility estimates and staff to open and supervise the building). Lease will amount to a \$400+ per month additional revenue for the Civic Center.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Freedom in Christ Assembly church be given a 12-month lease to rent the Civic Center gymnasium and room 11 on Sundays from 8am-1pm excluding holidays for the amount of \$1,000 per month.

Offered by: Parks Commission
Motion:
Second:

Approved: _____
Attest: _____

NBR - 5

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: On January 11th Council approved resolution 2021-140 for private-side lead service replacement principal forgiveness. At that time, we didn't have the DNR project number. Also, during the summer, we requested an additional \$60,000 and recently were notified that the request was approved. DNR also notified us that the program end date was extended to April 30, 2023. So we will have some time in the spring to replace as many services as we can with the additional \$60,000.

Fiscal Note: (☐ one) [☒] Not Required [☐] Budgeted Expenditure [☐] Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

WHEREAS, the City of Baraboo (the "Municipality") wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed day care centers, identified as DNR No. 4762-04 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$222,500 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Offered by: Finance

Motion:

Second:

Approved: _____

Attest: _____

NBR – 6

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: The City applies for funding to operate the City's taxi program each year. The funding provides approximately 2/3 of necessary funds to operate the taxi program with the remainder coming from patron fares. The City contracts with a local operator to manage and operate the taxi service and the City serves as the agent to apply for State and Federal funding which helps keep the cost of providing the service affordable to patrons.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Mayor is hereby authorized to apply for the 2023 WisDOT Public Transit Assistance Program (PTAP) funding offered by the Federal and State for the City of Baraboo, and

THAT the Mayor is hereby authorized to apply for the 2023 Federal Section 5311 Operating and Capital (Formula Grants for Rural Areas) for the City of Baraboo, and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the appropriate contracts on behalf of the City if the applications are approved.

Offered by: N/A

Approved by: _____
 Mayor

Motion:

Second:

Certified by: _____
 City Clerk

NBR - 7

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin**Background:**

The Shared Ride Taxi Service lease agreement for the City of Baraboo with Abby Vans, Inc. is entering into the second of (3) three renewal years and therefore requires a signed addendum. Following the Wisconsin Department of Transportation (WisDOT) guidelines, the City of Baraboo and Abby Vans, Inc. agree to renew Option Year 1, beginning January 1, 2023 – December 31, 2023.

Abby Vans, Inc. will continue to be the provider for the City sponsored Shared-Ride Taxi Service as a public transportation program to service its residents and therefore continue to lease the city owned transit vans. Abby Vans, Inc. agrees to continue to follow the terms as outlined in original lease agreement.

The taxi vehicles are funded by Federal & State grants along with local fares.

Details are outlined in this Addendum and the original contract signed and dated November 14, 2019.

Note: (✓one)

[x] Not Required

[] Budgeted Expenditure

[] Not Budgeted

Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Shared Ride Taxi Service lease agreement is renewed for the City of Baraboo with Abby Vans, Inc. beginning January 1, 2023 – December 31, 2023.

Offered by: Finance Committee

Motion:

Second:

Approved: _____

Attest: _____

SECOND LEASE ADDENDUM TO EXERCISE OPTION TO RENEW

This First Lease Addendum to Exercise Option to Renew (the "Lease Addendum") is entered into January 1, 2023 (the "Effective Date") by and between the City of Baraboo, Wisconsin, hereafter referred to as "Lessor," and Abby Vans, Inc., hereafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor and Lessee entered into a Lease Agreement to lease vehicles for Lessee's operation of a taxicab service for a term starting January 1, 2020 and expiring on December 31, 2021 (the "Lease Agreement"), a copy of which is attached hereto and incorporated herein by reference;

WHEREAS, Section 3.01 of the Lease Agreement provides for three optional one-year renewal terms beyond the expiration date;

WHEREAS, the Parties wish to renew the Lease Agreement for the one-year renewal term identified as Option Year 1: January 1, 2023 – December 31, 2023, in Section 3.01 of the Lease Agreement;

WHEREAS, the Parties wish for the terms and conditions of the Lease Agreement, and any subsequent amendments, to remain in full force and effect for the one-year renewal term, except as amended by this Lease Addendum.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, in addition to the mutual covenants, agreements and consideration contained in the Lease Agreement, the Parties do hereby agree as follows:

1. Exercise of Option for Renewal Term. By written mutual agreement of the above named Lessor and Lessee, the option to renew the Lease Agreement for the one-year renewal term, as provided in Section 3.01 of the Lease Agreement, is exercised. With the option for the one-year renewal term being exercised, the original Lease Agreement, is hereby renewed for Option Year 2 starting January 1, 2023 and expiring December 31, 2023. There remains one (1) optional one-year renewal terms to renew the original Lease Agreement. All terms and conditions of the original Lease Agreement, and any subsequent amendments shall remain in full force and effect, except as amended further by this Lease Addendum.
2. Addendum A. Addendum A of the Lease Agreement shall be amended by the attached Addendum A, which is incorporated by reference.
3. This Lease Addendum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Addendum may be executed by facsimile signature(s) or by a signature in PDF format that is transmitted via electronic mail.
4. Except as modified by this Lease Addendum, the Lease Agreement remains in full force and effect.

[Signatures on following page]

IN WITNESS THEREOF, the Parties hereto have executed this Lease Addendum as of the Effective Date.

ABBY VANS, INC. – LESSEE

CITY OF BARABOO – LESSOR

BY: _____(SEAL)
Mark R. Jones, President

BY: _____(SEAL)
Rob Nelson, Mayor

Date: _____

Date: _____

BY: _____(SEAL)
Brenda Zeman, Clerk

Date: _____

ADDENDUM A
VEHICLE INFORMATION

Vehicle Identification Number (VIN)	Model Year	Vehicle/Chassis Make and Model	Body Make and Model (Cutaways and ANA minivans only)	Vehicle Type (e.g. minivan)	Primary Funding Source
2C7WDGBG2FR703103	2015	Dodge Gr Caravan	lift equipped	VAN	Wis. DOT Bureau of Transit and Local Roads, Madison
2C7WDGBG0FR703200	2015	Dodge Gr Caravan	lift equipped	VAN	Wis. DOT Bureau of Transit and Local Roads, Madison
2C7WDGBG3HR838674	2017	Dodge Gr Caravan	lift equipped	VAN	Wis. DOT Bureau of Transit and Local Roads, Madison
2C4RDGBG6KR638079	2019	Dodge Gr Caravan	lift equipped	VAN	Wis. DOT Bureau of Transit and Local Roads, Madison
2C4RC1FGXLR125493	2020	Chrysler Pacifica		VAN	Wis. DOT Bureau of Transit and Local Roads, Madison
2C4RDGBG5LR230853	2020	Dodge Gr Caravan	lift equipped	VAN	Wis. DOT Bureau of Transit and Local Roads, Madison
2C4RDGBG7LR230854	2020	Dodge Gr Caravan	lift equipped	VAN	Wis. DOT Bureau of Transit and Local Roads, Madison
2C4RDGBG9LR230855	2020	Dodge Gr Caravan	lift equipped	VAN	Wis. DOT Bureau of Transit and Local Roads, Madison

**ADDENDUM TO 2020-2024 SHARED RIDE TAXI OPERATING CONTRACT
BETWEEN THE CITY OF BARABOO AND ABBY VANS, INC.**

The City of Baraboo, a Wisconsin Municipal Corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("City") and Abby Vans, Inc., a Wisconsin corporation with a mailing address of 1115 West 4th Street, Neillsville, WI 54456 ("Contractor") do hereby agree as follows:

1. The City and the Contractor hereby agree to extend the 2020-2024 Shared Ride Taxi Operating Contract between the City of Baraboo and Abby Vans, Inc. ("Contract") for the second option year, beginning January 1, 2023 and expiring December 31, 2023, as permitted by City of Baraboo Resolution _____ adopted by the City Council on _____.
2. The terms of the Contract shall remain in full force and effect for the duration of this Addendum.
3. The hourly operating rate paid to the Contractor by the City for the duration of this Addendum shall be \$33.41, as agreed to by the City on October 4, 2022, and by the Contractor on October 4, 2022. See Attachment A — Exercise of Options for Shared-Ride Taxi Services.
4. Incorporated into and made a part of this Addendum is Attachment B — Motor Vehicle Lease, with an effective date of November 14, 2019.

CITY OF BARABOO:

ABBY VANS, INC.:

By:
Rob Nelson, Mayor

By:
Mark R. Jones, Abby Vans, Inc., President

By:
Brenda Zeman, City Clerk

Federal Required Clauses and Certifications (5/20)

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

Federal grant monies (insert federal grant agreement amount) fund this contract, in whole or in part (Section 5311 – CFDA 20.509). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is:
<http://www.nationalrtap.org/home.aspx>.

FLY AMERICA REQUIREMENTS

**49 U.S.C. §40118
41 CFR Part 301-10**

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
2 CFR Part 1201

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over 100,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form--LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A

3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary

of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru ² 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
Non-State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
Contracts above \$100,000/Capital Projects	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

42 U.S.C. 7401 et seq 40 CFR 15.61 2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit

procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over \$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- (d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- (a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
 1. Race,
 2. Color,
 3. Religion,
 4. National origin,
 5. Disability,
 6. Age,
 7. Sexual origin,
 8. Gender identity, or
 9. Status as a parent, and
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 1. Recruitment advertising, recruitment, and employment,
 2. Rates of pay and other forms of compensation,
 3. Selection for training, including apprenticeship, and upgrading, and
 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

**2 CFR Part 1201
2 CFR 200
FTA Circular 4220.1F**

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract

price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this

contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180

2 CFR part 1200

2 CFR § 200.213

2 CFR part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant

enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201 FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by

arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Applicability to Contracts: The Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all U.S. DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

Clause Language

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT's DBE transit goal for FFY 2020-2022 is 1.85%. A separate contract specific goal has not been established for this procurement.
- b. The **RECIPIENT**, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **RECIPIENT** deems appropriate, which may include, but is not limited to:
 - i. Withholding monthly progress payments
 - ii. Assessing sanctions
 - iii. Liquidated damages, and/or
 - iv. Disqualifying the contractor from future bidding as non-responsible.
- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.
- e. Prompt Payment - The contractor is required to pay subcontractors for satisfactory performance of their contracts no

later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor. The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.

- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.
- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **RECIPIENT** to use a DBE subcontractor (or an approved substitute DBE firm) without the **RECIPIENT's** prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.
- i. The contractor may provide written consent only if the **RECIPIENT** agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:
 - i. The listed DBE subcontractor fails or refuses to execute a written contract.
 - ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
 - iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - vi. **RECIPIENT** determined that the listed DBE subcontractor is not a responsible contractor;
 - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
- j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and the reason for the request.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING

49 U.S.C. §5331 49 CFR Parts 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses

Drug and Alcohol Testing

The contractor agrees to:

- (a) Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- (b) Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.

- (c) Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

ADA ACCESS

49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973),

as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

EXERCISE OF OPTIONS FOR SHARED-RIDE TAXI SERVICES**Baraboo Transit Taxi Service**

Federal Transit Administration's Circular 4220.1F, requires that a price analysis is completed for each of the option years of your Shared Ride Taxi contracts.

Check your contract to see if you have a 1 year contract with 4 option years or a 2 year contract with 3 option years. **If the next calendar year is an option year, please complete this form and submit to the WisDOT Bureau of Transit by September 30, 2021.**

To calculate your vendor's hourly rate for next year, add their current rate plus the most recent annual rate of inflation, the Consumer Price Index for all items as published on the Bureau of Labor Statistics web site: <https://www.bls.gov/news.release/pdf/cpi.pdf>

The current rate (CPI-U) for all items used for this calculation is 5.3%, based on the annual rate from August 2021 per Section 2.21.3 in the RFP.

<u>Abby Vans current rate</u>	<u>Current Rate of Inflation</u>	<u>Rate that will be paid in 2022 (current rate x current rate of inflation)</u>
<u>29.30</u>	<u>5.3%</u>	<u>30.85</u>

****Please compare the 2022 rate with the spreadsheet of Shared-Ride Taxi service costs for systems statewide (taking into account similar percentage increases for inflation as calculated above), and give specific information below that asserts your hourly rate for 2022 is fair and reasonable. (stating "per contract" is not an adequate response to comply with FTA requirements)**

The rate is fair and reasonable because the CPI price adjustment falls within the range of comparable communities.

This agreement with Abby Vans Inc. is in accordance with the original RFP, all attachments, addenda and revisions, the contractor's proposal and all applicable federal certifications and clauses.

Please have this document signed by the vendor and a transit system signatory authority, email the signed document to danette.tessmann@dot.wi.gov

The federal clauses must also be signed by the vendor and submitted to danette.tessmann@dot.wi.gov



Abby Vans Inc. – Mark Jones

10/14/21

Date



City of Baraboo Transit System

10/14/21
Date

MOTOR VEHICLE LEASE ADDENDUM

This Lease Agreement is made this first day of January 2022 by and between the City of Baraboo, Wisconsin, hereafter referred to as "City," and Abby Vans, Inc., hereafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessee is located in the City of Baraboo and is presently licensed to operate a taxicab service in the City and Lessee and City have entered into an Agreement dated January 1, 2020, in connection with Lessee's operation of the taxicab service, and

WHEREAS, the City purchased and is owner of two 2015 Dodge Grand Caravans, lift equipped; one 2017 Dodge Grand Caravans, lift equipped; one 2019 Dodge Grand Caravans, lift equipped; three 2022 Dodge Grand Caravan, lift equipped and one Chrysler Pacifica; the vehicles were purchased with grant funds from Section 5311 program of the Federal Transit Administration (FTA); and

WHEREAS, the City participated in purchasing the taxis by providing 20% of their purchase price, and

WHEREAS, it is proposed that the vehicles be leased from the City by Lessee and that the vehicles be operated by Lessee under the terms of the taxicab license granted by the City and under the terms of this Lease Agreement and the terms of an Agreement between City and Lessee to provide taxicab services in the City dated January 1, 2020, and copies of said documents are attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the promises, mutual covenants and agreements made and contained herein, the City, as Lessor, agrees to lease to Lessee and Lessee leases from Lessor the vehicles described as follows:

2015	Dodge Gr Caravan lift equipped	VIN	2C7WDGBG2FR703103 (added 6-23-15)
2015	Dodge Gr Caravan lift equipped	VIN	2C7WDGBG0FR703200 (added 6-23-15)
2017	Dodge Gr Caravan lift equipped	VIN	2C7WDGBG3HR838674 (added 10-6-17)
2019	Dodge Gr Caravan lift equipped	VIN	2C4RDGBG6KR638079 (added 04-30-19)
2020	Chrysler Pacifica	VIN	2C4RC1FGXLR125493 (added 02-12-20)
2020	Dodge Gr Caravan lift equipped	VIN	2C4RDGBG5LR230853 (added 10-13-20)
2020	Dodge Gr Caravan lift equipped	VIN	2C4RDGBG7LR230854 (added 10-13-20)
2020	Dodge Gr Caravan lift equipped	VIN	2C4RDGBG9LR230855 (added 10-13-20)

Lessee shall lease the vehicles at the rate of \$1.00 per vehicle per year and operate the same in accordance with its authority to operate taxicab service in the City and surrounding area pursuant to the taxicab license and agreements set forth herein, each being incorporated by reference and made a part hereof.

SECTION ONE
TERM

The term of this Lease shall be from January 1, 2022 to December 31, 2022. This Lease Agreement shall terminate without notice on December 31, 2022, unless extended or renewed by mutual agreement of the parties prior to the termination date.

SECTION TWO
WEAR, TEAR, DAMAGE AND USE

Upon return, at the end of the Lease term, or upon earlier termination as provided herein, the vehicles shall be in as good condition, appearance and running order as when originally delivered to Lessee, reasonable wear and tear expected. If a vehicle is not in that condition, it will be considered damaged and Lessee will pay City the full cost of repairing the damage and restoring it to such condition. Reasonable wear and tear shall mean under this Lease:

1. Interior - No stains that cannot be removed with standard upholstery cleaners, no slits, tears and holes in carpets and upholstery and no scratches and dents in the dashboard or other hard surfaces;
2. Exterior - No dents in the body or bumpers; no cracks or scratches in glass caused by contact with other vehicles or other objects and no scratches in painted surfaces that cannot be removed with rubbing compound;
3. Repair - No improper repair work done to the vehicles such as repainting with any color or type other than the original color and type, improper alignment of frame or body parts or improper repair of engine or any other mechanical or electrical parts of the vehicles not in accordance with the manufacturer's specifications and manufacturer's own repair parts;
4. Tires - Wear must be proportionate to mileage;
5. General Protection - The vehicles must be adequately protected with glycol-type antifreeze with rust inhibitor throughout the term and upon return or repossession and there must be no deterioration in the vehicles due to exposure to chemicals or other substances or due to extreme or unusual weather, atmospheric or environmental conditions, or unusual or extreme use of the vehicle.

The vehicles shall only be used by the Lessee for the purpose of providing taxicab service in accordance with its operating assistance contract referred to above.

The Lessee shall immediately notify the City if the vehicles are no longer used in the provision of taxicab service.

The Lessee shall also keep satisfactory records with regard to the use of the equipment and submit to the City upon request such information as may be required by the City to assure compliance.

The Lessee shall make the vehicles available to the Wisconsin Department of Transportation (Department) and the City upon demand for the purpose of an annual verification or other inspections deemed necessary by the Department or City.

SECTION THREE MAINTENANCE

At Lessee's expense, Lessee will keep the vehicles in good operating order, condition, repair, appearance, properly serviced and lubricated in accordance with the recommendations in the manufacturer's manual and will do all things necessary to keep all manufacturer's warranties in full force and effect. City shall not be responsible for any maintenance of the vehicles. The vehicles shall be maintained in accordance with the maintenance plan filed with WisDOT.

SECTION FOUR WARRANTIES

The Vehicles are subject to the express manufacturer's warranty as set forth in the manufacturer's Statement of Warranty, if any. City makes no warranties or representations, express or implied, of any kind or nature in connection with the vehicles, including warranties of the quality or condition of a vehicle, its merchantability or its fitness for any particular use.

SECTION FIVE PURCHASE OPTION

Lessee shall have no option to purchase the vehicles at the end of the Lease term.

SECTION SIX ADDITIONS; USE

All replacement of parts, additions, repairs, improvements and accessories made or added with respect to the vehicles will become a part of the vehicle and will become the property of City. Lessee will (a) not permit the vehicles to be used in a negligent or improper manner or in violation of any applicable rule, law or regulation, or in violation of the Agreement between City and Lessee dated January 1, 2022, pertaining to the operation of a taxicab service in the City of Baraboo, or so as to permit cancellation or suspension of the manufacturer's warranties or any insurance coverage; (b) pay promptly all repair, maintenance and storage charges; (c) not permit the vehicles to become subject to any charge, lien or encumbrance; (d) when requested by the City, furnish to the City paid invoices evidencing the performance of servicing and maintenance recommended by the manufacturer; (e) not permit the vehicles to be taken to or used outside the zone of use as permitted under the Agreement dated January 1, 2022 between the City and Lessee without the prior written consent of the City, which consent City may withhold at City's sole discretion; (f) permit City during normal business hours to enter upon the premises where the vehicles may be stored or used to inspect the same; (g) not use the vehicles or permit the vehicles to be used for personal use by Lessee, or any other party, or for any use whatsoever other than as a taxicab and then only in accordance with the terms of the Agreement dated January 1, 2022 (h) not permit smoking in the taxicabs and will post proper signs to this effect; (i) properly equip and maintain the handicap accessible Dodge Vans and further properly maintain the handicap accessory equipment thereon, all so as to assure that said vehicle is in compliance with the Americans with Disabilities Act (ADA).

Lessee shall not add, adorn, decorate, or in any way attach advertising or other messaging to the exterior or interior of the vehicles. Lessee shall be allowed to place its business name upon the vehicles, so long as the messaging and means of attaching to the vehicle is approved in advance by the City.

SECTION SEVEN
INSURANCE COVERAGE AND ACCIDENTS

Lessee shall at all times keep the vehicle insured with a solvent and reputable insurance company licensed to do business in the State of Wisconsin and approved by the City in an amount not less than \$500,000.00 per person and per accident and \$100,000.00 property damage. City shall be named as an additional insured on the insurance policy and the policy shall contain a provision providing for any loss to the vehicles to be payable to the City. Prior to any operation of the leased vehicles, Lessee will deliver to the City the original policies of such insurance or duplicates thereof or other evidence of the existence of the required insurance coverage satisfactory to the City. Lessee will pay all premiums for such insurance and will maintain such insurance in full force and effect during the term of this Lease, provided that, in the event that any of the insurance obtained by Lessee lapses, becomes terminated or cancelled, for any reason, City may, at the City's option, obtain such insurance for the benefit of City and charge such premiums to Lessee, which charges Lessee shall pay to City within five calendar days after City's demand. Lessee hereby appoints City its attorney in fact to make a claim for, adjust, settle, receive payment of and execute and endorse all documents, checks or drafts for loss, charge or payment under the insurance required under this Lease. Lessee will notify City and Lessee's insurance carrier of each accident, or the loss or damage to the vehicles within twenty-four hours of such event, or within such lesser time as any policies may require, giving such information as City or insurance company requests. Lessee will permit City and the insurance company to inspect the vehicles, give them any information requested regarding claims received from third parties, names and addresses of witnesses, assistance in making claims against third parties; and otherwise cooperate fully with City and the insurance company. Lessee shall further maintain insurance coverage for damage or loss from fire, theft, collision, and comprehensive coverage. The collision insurance coverage shall provide for a deductible of not more than \$500.00 and Lessee shall be responsible for payment of the deductible amount in the event of a loss.

Lessor reserves the right to require the Lessee to restore the vehicles or pay for damages to the vehicles as a result of abuse or misuse of such vehicles with Lessee's knowledge and consent.

SECTION EIGHT
RISKS AND INDEMNIFICATION

Lessee is responsible for and hereby assumes all risks of, and shall indemnify and save City harmless from (a) any and all loss of, damage to or destruction of the vehicles and (b) any and all fines, forfeitures or penalties including without limitations parking fines and personal property taxes, if any, assessed against the vehicles, or against Lessee, as a result of Lessee's use or possession of the vehicles and any and all damage or loss resulting from Lessee's use or possession of the vehicles in violation of any Federal, State or Municipal law, ordinance or regulation, and (c) any and all loss or damage to City resulting from larceny or conversion of the vehicles by any person or persons, including without limitation Lessee or any of Lessee's employees, agents or any person authorized by Lessee to use such vehicles, and (d) any and all loss, liability or expenses, including damages or loss of service or use or consequential damages, arising out of, resulting from or in any way connected with the use or operation of the vehicle, whether such use or operation results or is claimed to have resulted in injuries to (including the death of) persons, or damage to or loss or destruction of property or any person or persons, including but not limited to Lessee, Lessee's customers, employees, servants or agents or invitees, and (e) taking or seizure of the vehicles by any public authority by reason of illegal use thereof or otherwise, and (f) any and all liability or damage arising out of any acts or omissions of Lessee or Lessee's agents, or of any person using the vehicles, and (g) any and all damages or claims of damage caused by or resulting from the no operability or, loss of a vehicle. Lessee shall be responsible for all reasonable attorney's fees and legal costs of City arising in connection with the items described in this paragraph. Lessee will defend at Lessee's sole expense all claims and suits arising out of the foregoing risks.

SECTION NINE
ASSIGNMENT

Lessee shall not assign the Lease or sublet the vehicles without the prior written consent of City, which consent City may withhold in its sole discretion.

SECTION TEN
EXPENSES, FEES, FINES, TAXES, ETC.

Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use, servicing, maintenance, repair and operation of the vehicle, including fines and parking tickets, and all taxes of every kind including personal property taxes, if any, and by whomsoever payable on or relating to the vehicles, or the ownership, leasing, use or operation thereof, and all sums necessary to pay or satisfy any charge, lien, or attachment against the vehicles, except for such as may be incurred by City. If City pays any such amount, Lessee shall repay the same to City on demand. In the event that City shall pay any parking tickets or other fines to governmental bodies relating to the vehicle, Lessee shall forthwith reimburse City for the amount of all such fines paid plus a service charge of \$10.00 for each such fine paid by City.

SECTION ELEVEN
LICENSE PLATES AND REGISTRATION

Lessee shall pay all license and registration fees for said vehicle and the license plates for and registration of title to the vehicles shall be in the name of the City. Lessee shall provide satisfactory proof to City that license and registration fees have been promptly paid.

SECTION TWELVE
RELATIONSHIP BETWEEN PARTIES

City is not an employer of Lessee. Lessee is not an employee of City. Lessee acknowledges and agrees that Lessee is an independent contractor of the City and that said business is independently owned and operated and that nothing in this Lease Agreement shall be interpreted to cause or result in, directly or indirectly, any employer-employee relationship between City and Lessee or between City and any employees of Lessee and nothing in this Agreement shall be in any way construed as an agreement of partnership, general or limited, or as an agency relationship between City and Lessee. Lessee agrees not to represent or advertise in any way that this relationship with the City is other than as provided in this Section.

SECTION THIRTEEN
EVENTS CONSTITUTING DEFAULT

The following events constitute default of this Agreement: If Lessee fails to make any payment due under this Lease within ten calendar days after it becomes due or fails to comply with any condition or provision of this Lease or a proceeding in bankruptcy, receivership or any other State or Federal law for the protection of debtors is instituted by or against the Lessee or Lessee's property, if Lessee makes a bulk transfer or assignment for the benefit of creditors, or if there is a non-performance by Lessee of any other covenants of this lease which is not cured within seven days after notice thereof from the City, or if Lessee commits any act of default under the Agreement between the City and Taxi Operator dated January 1, 2022.

SECTION FOURTEEN
CITY'S RIGHTS UPON DEFAULT

On the occurrence of any of the events constituting a default of this Lease Agreement, City may, at its option, without notice to or demand on Lessee: Declare this lease terminated and may take immediate possession of the vehicles and recover from Lessee all amounts due under the Lease together with all reasonable costs, expenses and attorney's fees incurred in connection with such default and repossession together with interest on said amounts at the rate of 1% per month until paid in full. In such event, City may lease the vehicles for such period and such rental, and to such persons as City shall elect and apply the proceeds of any such renting, after deducting all costs and expenses incurred in connection with the recovery, repair, storage and renting of the vehicles, in payment of the rent and other obligations due from Lessee to City hereunder, Lessee remaining responsible for any deficiency.

SECTION FIFTEEN
OWNERSHIP OF EQUIPMENT

Title to the vehicles shall be in the name of the City and title shall at all times remain in City and Lessee shall have only the right to retain the possession thereof pursuant to the terms, conditions and covenants contained herein. City may name Lessor on the Registration as Lessee. Lessee may not sublease the vehicles.

SECTION SIXTEEN
LIMITATION OF EFFECTS OF WAIVERS

No delay or omission to exercise any right, power, or remedy accruing to City on any breach or default by Lessee under this Lease will impair any right, power, or remedy of City, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of City of any breach or default under this Lease, or any waiver on the part of City of any term, provisions, condition or covenant of this Lease, must be in writing, and will be effective only to the extent in such writing specifically set forth. All remedies, either under this Lease or by law, or otherwise afforded to City, will be cumulative and not alternative.

SECTION SEVENTEEN
EXECUTION OF LEASE/BINDING EFFECT

This Lease is not binding until executed by the proper officials of City. This Lease shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION EIGHTEEN
SEVERABILITY

This Lease embodies the entire agreement between the parties in connection with the lease of the vehicles. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid it shall be considered deleted here from, and shall not invalidate the remaining provisions.

SECTION NINETEEN
INCORPORATION OF AGREEMENT DATED JANUARY 1, 2022

All the terms and conditions set forth in a certain Agreement between City and Lessee dated January 1, 2022, in connection with the operation of a taxicab service in the City of Baraboo are incorporated into this Lease by reference and made a part hereof as though fully set forth herein. Any default of this Lease shall be a default of the January 1, 2022, Agreement and any default of the January 1, 2022, Agreement shall be a default of this Lease.

SECTION TWENTY
HEADINGS

The Marginal headings are for convenience only and are not a part of this Lease.

SECTION TWENTY-ONE
NOTICES

Any notices to be given under this Lease shall be made in accordance with the terms of the January 1, 2022 Agreement.

SECTION TWENTY-TWO
GOVERNING LAW

This Lease shall be governed by the laws of the State of Wisconsin.

SECTION TWENTY-THREE
COLLECTION EXPENSES

Lessee shall be liable to City of all costs and expenses, including reasonable attorney's fees incurred in collecting payments due or to become due from Lessee or in enforcing any rights of City pursuant to this Lease.

CITY OF BARABOO/LESSOR

BY: _____(SEAL)
Rob Nelson, Mayor

BY: _____(SEAL)
Julie Ostrander, Finance Director

LESSEE

BY: _____(SEAL)
Mark R. Jones, President
Abby Vans, Inc.

DATE: _____

The City of Baraboo, Wisconsin

Background Pursuant to Chapter 18 of the Code of Ordinances, Condominium Plats are reviewed and approved in the same manner as a subdivision. The General Code of Ordinance encourage developers to consult with the Plan Commission for advice and assistance regarding the subdivision regulations and other considerations to assist the developer in planning their project, which occurred over the course of the past several monthly meetings.

The purpose of this Resolution is to approve the Baraboo Bluffs Condominium – Phase 1 plat containing 15 units comprised of three two-unit buildings and three three-unit buildings. This matter was favorably reviewed by the Plan Commission at their November 15th meeting with a unanimous recommendation for approval.

Fiscal Note: (☒ one) [☒ Not Required] [☐ Budgeted Expenditure] [☐ Not Budgeted]
Comments:

WHEREAS, the Plan Commission approved the Baraboo Bluffs Condominium Plat, Phase 1, a 15-Unit Condominium located on 3.48-acres of property, being a part of Sauk County Certified Survey Map No. 7231, located in the SW ¼ of the SE ¼ and the SE ¼ of the SW ¼ of Section 2, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin;

NOW, THEREFORE, BE IT RESOLVED that the Baraboo Bluffs Condominium Plat, Phase 1, a 15-Unit Condominium, is hereby granted final approval subject to the applicable provisions of Chapters 236 and 703 of the Wisconsin Statutes and Chapter 18 of the Baraboo Municipal Code of Ordinances and that all review fees be paid in full; and

THAT the Mayor and City Clerk are hereby authorized to sign the Baraboo Bluffs Condominium Plat, Phase 1.

Offered by: Plan Commission

Motion:

Second:

Approved: _____

Attest: _____

BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1

LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGE 7231, LOCATED IN PART OF THE SW ¼ – SE ¼ AND PART OF THE SE ¼ – SW ¼, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

EXHIBIT A – SHEET 1 OF 6 – TITLE SHEET, CERTIFICATES AND NOTES

Surveyor’s Certificate

I, Marc A. Londo, Wisconsin Professional Land Surveyor No. 2696, hereby certify to Max Dvorak of KMD Development, LLC: That the attached Survey and Plat were prepared by me or under my direct supervision, that the attached Survey and Plat meet or exceed the minimum standards for land surveying in the State of Wisconsin as set forth in Administrative Code Chapter A–E7, that the attached Survey and Plat have been prepared in accordance with Wisconsin Statutes Section 703.11 pertaining to Condominiums, correctly representing the condominium described, that the indemnification and location of each unit and the common elements can be determined from this plat and that all information contained within the attached Survey and Plat is correct to the best of my information, knowledge and belief. This certification applies to all 7 sheets of this document.

Marc A. Londo Date
Vierbicher Associates
400 Viking Drive
Reedsburg, WI 53959
(608) 524–6468
vierbicher.com
mlon@vierbicher.com

Owner’s Certificate of Dedication

Max Dvorak, Owner of KMD Development, LLC, as owner, does hereby certify that he has caused the lands described on this condominium plat to be surveyed, mapped and dedicated as represented on this Condominium Plat.

By: KMD Development, LLC

Max Dvorak, Owner Date
KMD, Development, LLC
truemusicmax@gmail.com

Owner’s Notary Certificate

STATE OF WISCONSIN) COUNTY) ss
Personally came before me this _____ day of _____, 2022,

the above named Max Dvorak, to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Wisconsin
My commission expires _____

Sheet Index

- Title Sheet, Sheet Index, Owner and Surveyor’s Certificates and Surveyor’s Notes and Legal Description.
- Planimetric phase 1 area boundary lands and expansion area lands survey.
- Typical small 2 unit condominium diagrammatic floor plan.
- Typical large 2 unit condominium diagrammatic floor plan.
- Typical 3 unit condominium diagrammatic floor plan.
- Typical condominium second floor diagrammatic floor plan and setback dimension details.
- Line, Curve and Unit Area Tables.

Surveyor’s Notes:

- Building dimensions shown upon pages 3 through 6 of this Condominium Plat are supplied to the surveyor by the client or their agent.
- Building areas are approximate and do not supersede unit boundaries set forth in the declaration. Unit areas are the calculated values of the Limited Common Element (L.C.E.) containing the individual buildings.
- Unless noted, all areas outside of unit boundaries are common elements (C.E.).
- Stoops, patios, decks and parking areas adjoining individual units are limited common elements (L.C.E.) to such unit, unless noted otherwise. Stairways and sidewalks adjoining individual units are limited common elements (L.C.E.) shared equally by units served.
- A utility easement as shown on Sauk County Certifies Survey Map No. 7231, within the condominium phase 1 and expansion lands is reserved for the installation and maintenance of required utilities.
- If shown, dimensions from property lines to the respective unit buildings and common element buildings are to proposed foundation exteriors per architectural site plans supplied to surveyor by the client or their agent.
- Outlot 1 of Sauk County Certified Survey Map No. 7231 is dedicated to the public for stormwater detention.
- Course information not found in line and curve tables is shown in the planimetric boundary survey.
- At the time this Condominium Plat was drafted, buildings 1, 2, 3, 4, 5 and 6 were proposed, no construction had taken place.
- Bearings are referented to the Wisconsin Coordinate Reference System, Sauk County. The south line of the Southwest Quarter of Section 2, T11N, R6E, bears N89°53’56.2”W.

Expansion Lands

Lot 1 of Sauk County Certified Survey Map No. 7231.

Phase 1

Part of Lot 1 of Sauk County Certified Survey Map No. 7231 recorded as Document No. 1243051 in Volume 45 of Certified Surveys, page 7231, all in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 2, T11N, R6E, City of Baraboo, Sauk County, Wisconsin and bounded by a line described as follows:

Commencing at the found standard Harrison monument at South One–Quarter Corner of said Section 2;
Thence, N00°51’41”W, along the west line of the Southeast Quarter of said Section 2, T11N, R6E, 256.38 feet, to the Point of Beginning, (P.O.B.) of Phase 1 of Baraboo Bluffs Condominium;

Thence, N74°37’15”W, 76.27 feet (L1);
Thence, N89°00’17”W, 265.53 feet (L2);
Thence, S87°40’51”W, 132.66 feet (L3)
Thence, S84°01’38”W, 158.45 feet (L4), to the east right–of–way line of Waldo Street;
Thence, N00°18’48”W, along the said east right–of–way line of Waldo Street, 137.83 feet, (L5 + 95.84), to a found ¾” diameter iron rod at the northwest corner of Lot 4 of Sauk County Certified Survey Map No. 2184;
Thence, N00°18’29”W, continuing along the said east right–of–way line of Waldo Street, 24.01 feet (L6), to its intersection with the north line of a private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231;
Thence, N89°15’31”E, along the said north line of a private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 40.43 feet (L7), to the beginning of a curve to the left;
Thence, 77.38 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a curve to the left having a radius of 717.00 feet, an included angle of 06°11’00”, (a chord of 77.34 feet which bears N86°10’01”E)(C1), to the end of said curve;
Thence, N83°04’31”E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and its easterly extension, 15.81 feet (L8), to the beginning of a curve to the right;
Thence, 139.72 feet, along said curve to the right, being the southwesterly extension of the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and the north line thereof, having a radius of 1883.00 feet, an included angle of 04°15’05”, (a chord of 139.69 feet which bears N85°12’03”E)(C2), to the end of said curve;
Thence, N02°40’24”W, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 12.78 feet (L9);
Thence, N35°44’20”E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 10.00 feet (L10);

Thence, S54°15’40”E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 33.64 feet (L11) to the beginning of a non–tangent curve, concave to the southwest;
Thence, 221.47 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a non–tangent curve concave to the southwest, having a radius of 1883.00 feet, an included angle of 06°44’20”, (a chord of 221.34 feet which bears S88°18’46”E)(C3), to the end of said curve;
Thence, S84°56’36”E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 44.35 feet (L12), to the beginning of a curve to the left;
Thence, 30.34 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a curve to the left having a radius of 367.00 feet, an included angle of 04°44’11”, (a chord of 30.33 feet which bears S87°18’42”E)(C4), to the end of said curve;

Thence, S89°40’47”E, continuing along said north line of private street, (Louis Lane) and Utility Easement and the south line of Outlot 1 shown on said Sauk County Certified Survey Map No. 7321, 359.01 feet (L13), to a found 1 ¼” diameter iron rod at the southeast corner thereof and the southwest corner of Lot 15 of Park Ridge;
Thence, N86°00’16”E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and the south line of said of Lot 15 of Park Ridge, 190.35 feet (L14) to a found ¾” diameter iron rod at the southeast corner thereof and the west right–of–way line of Parkside Avenue;
Thence, S00°11’41”E, along the said west right–of–way line of Parkside Avenue, 66.16 feet (L15), to a found ¾” diameter iron rod at the south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and northeast corner of Lot 76 of Parkside Subdivision;
Thence, S86°00’16”W, along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321 and the north line of said Lot 76 of Parkside Subdivision, 190.03 feet (L16), to a found ¾” diameter iron rod at the southwest corner thereof;

Thence, S89°39’29”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 11.37 feet (L17);
Thence, S00°20’31”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 5.90 feet (L18);

Thence, N89°39’29”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 10.00 feet(L19);
Thence, N76°39’16”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 26.21 feet (L20);
Thence, N89°39’29”W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321 and its westerly extension, 121.78 feet (L21), to its intersection with the west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321;
Thence, S00°29’18”E, along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 96.75 feet (L22);
Thence, N82°54’33”W, continuing along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 26.55 feet (L23);
Thence, S84°35’18”W, 136.67 feet (L24), returning to the point of beginning.

Baraboo Bluffs Condominium Phase 1 contains 3.48 Ac., 151,648 Sq. Ft., and is subject to all other easements and rights of way of record.

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1 1/4” Ø IRON ROD
- FOUND 3/4” Ø IRON ROD
- FOUND 1” Ø IRON PIPE

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this ____ day of _____, 2022, at ____ o’clock ____M. and recorded in Volume _____ of Condominium Plats on Pages _____, as Document Number _____.

Brent Bailey,
Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak
E9290 Hogsback Road
Baraboo, WI 53913
(608) 345–1905
truemusicmax@gmail.com

Drafted by: mlon
Checked by: sdls
Date: 11–10–2022
Rev:
Sheet 1 of 7

CITY OF BARABOO APPROVAL CERTIFICATE

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of _____, 2022

City of Baraboo Planning and Commission

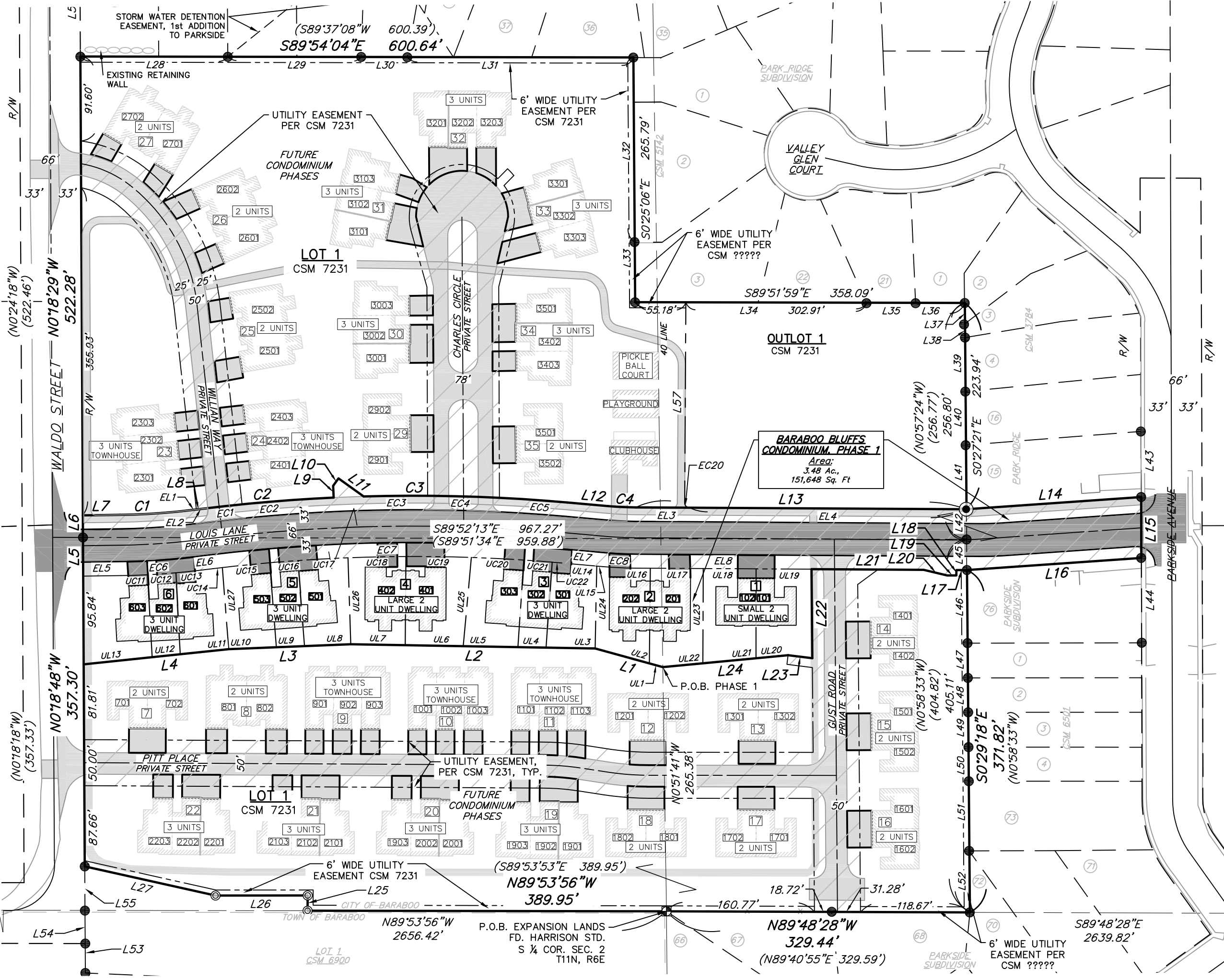
vierbicher
planners engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1

LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGE 7231, LOCATED IN PART OF THE SW ¼ – SE ¼ AND PART OF THE SE ¼ – SW ¼, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



GRAPHIC SCALE FEET
0 50 100 200

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE REFERENCE SYSTEM, THE SOUTH LINE OF THE SW ¼ OF SECTION 2, T11N, R6E N89°53'56\"W.

SURVEY LEGEND

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E9290 Hogsback Road
Baraboo, WI 53913
(608) 345-1905
truemusicmax@gmail.com

Drafted by: mlon
Checked by: sd/s
Date: 11-10-2022
Rev: Sheet 2 of 7

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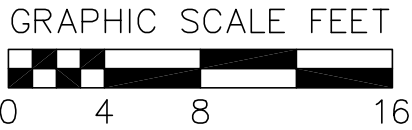
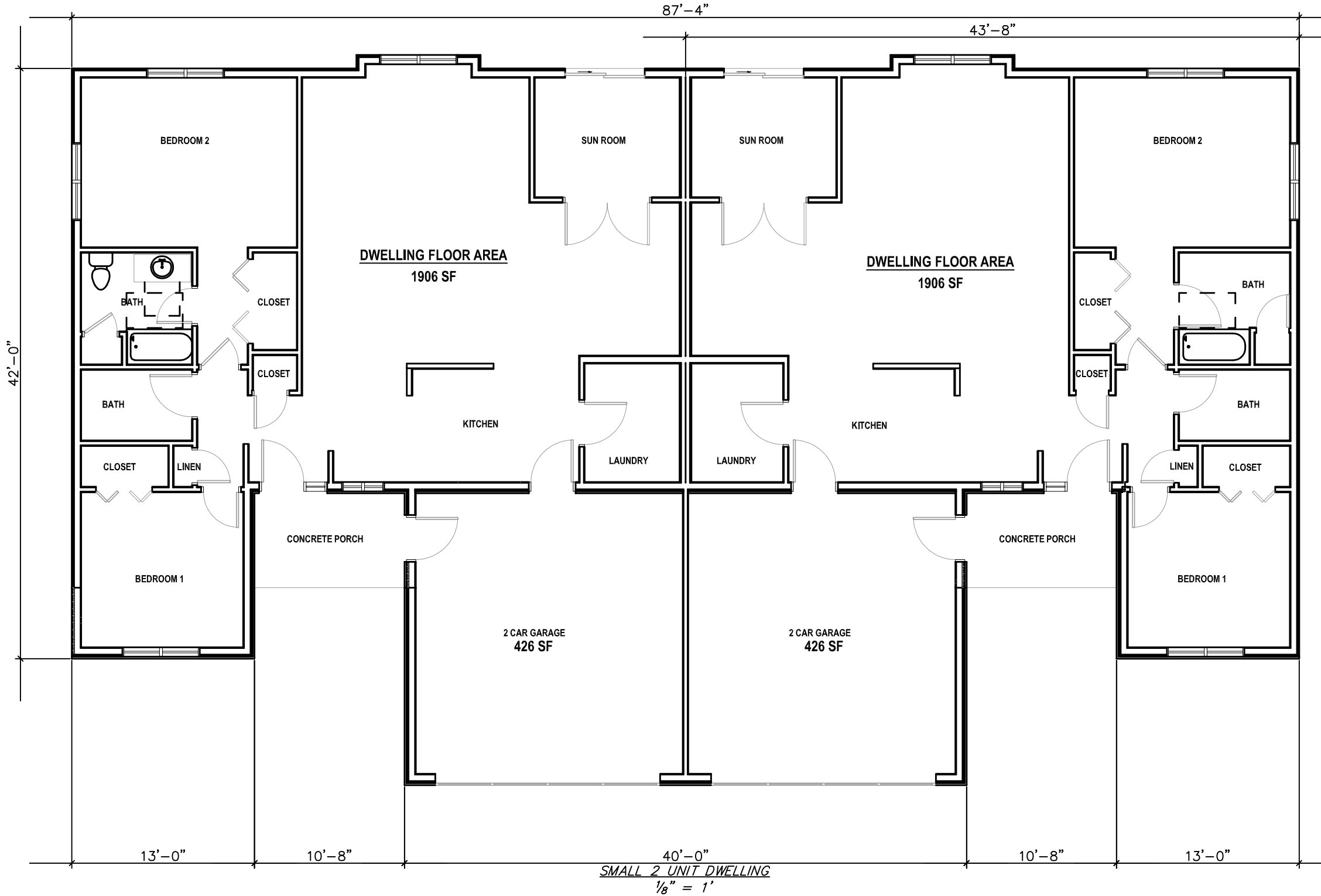
City of Baraboo Planning and Commission

vierbicher
planners engineers | advisors

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Sauk County Register of Deeds

SURVEYED FOR: Mr. Maxwell Dvorak E9290 Hogsback Road Baraboo, WI 53913 (608) 345-1905 truemusicmax@gmail.com	Drafted by: mlon Checked by: sdls Date: 11-10-2022 Rev: Sheet 3 of 7
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CITY OF BARABOO APPROVAL CERTIFICATE

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City of Baraboo Planning and Commission

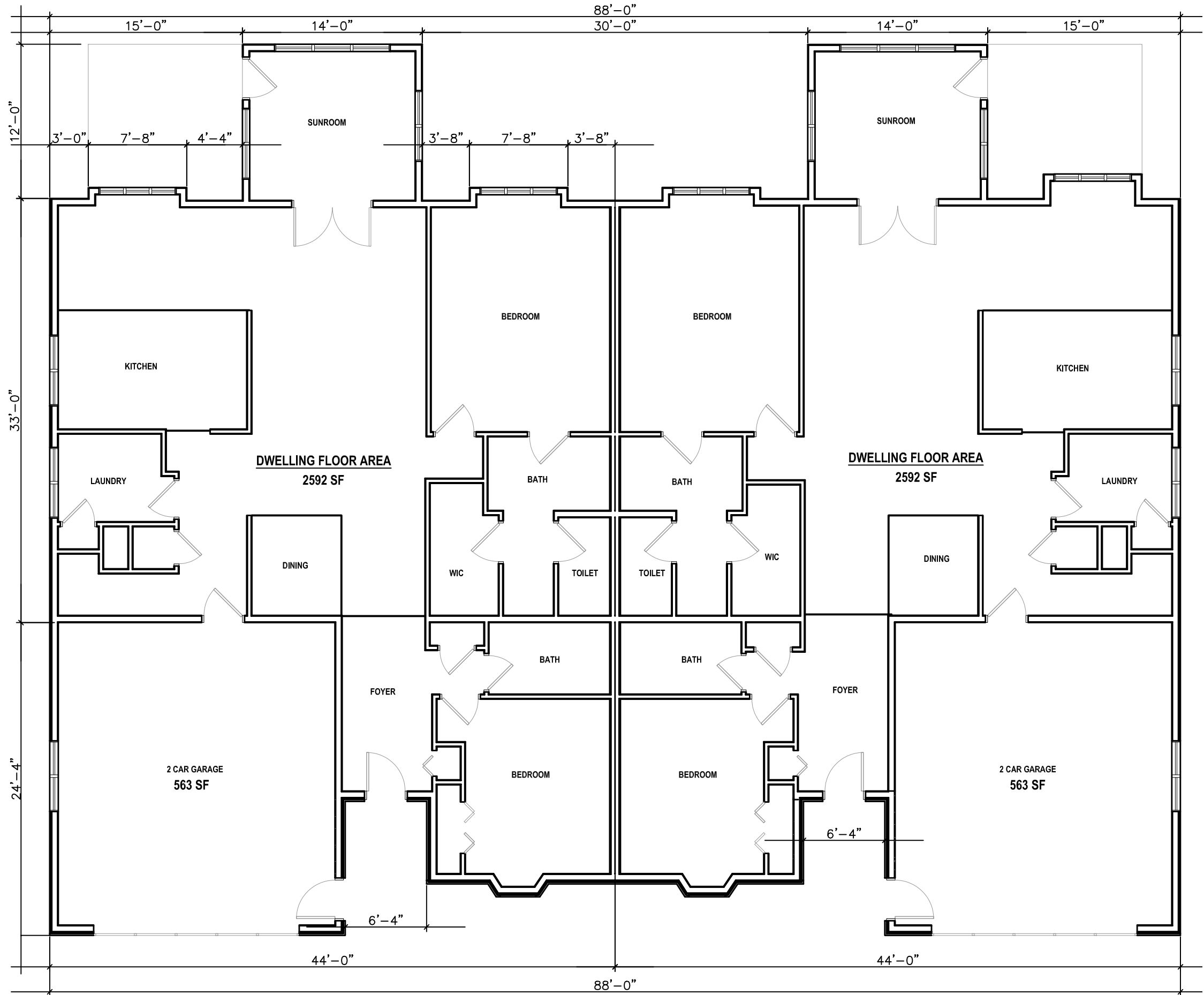
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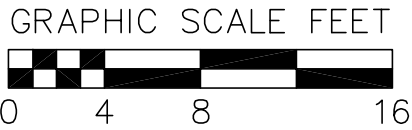
10 Nov 2022 - 1:26p R:\Dvorak, Maxwell\220040 - Waldo Street Residential Development\CADD\220040 - Condo Plat Phase 1.dwg by: mlon

BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1

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LARGE 2 UNIT DWELLING
1/8" = 1'



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(608) 345-1905
truemusicmax@gmail.com

Drafted by: mlon
Checked by: sdls
Date: 11-10-2022
Rev: Sheet 4 of 7

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City of Baraboo Planning and Commission

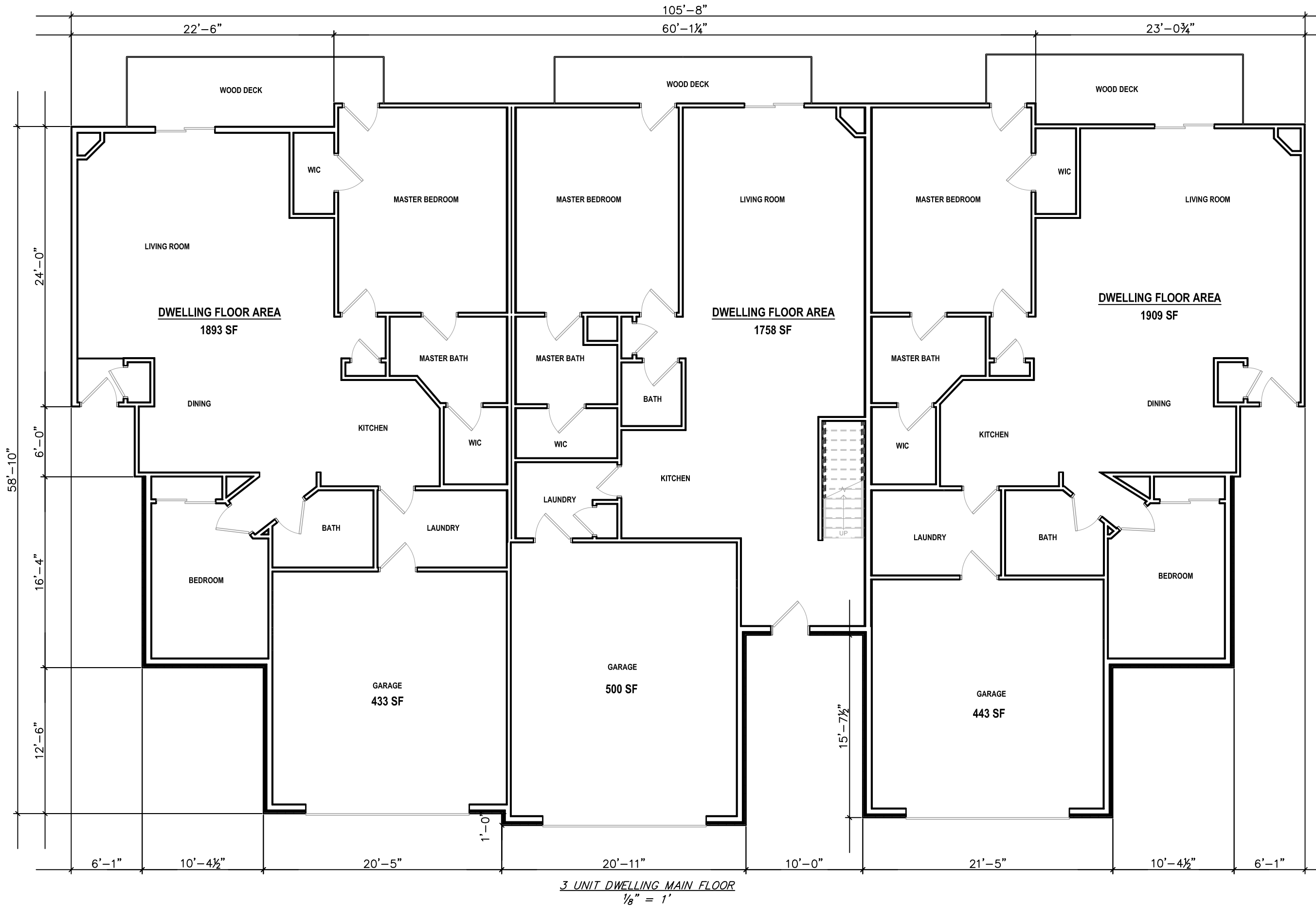
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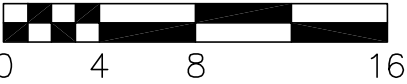
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GRAPHIC SCALE FEET



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Checked by: sdls
Date: 11-10-2022
Rev: Sheet 5 of 7

CITY OF BARABOO APPROVAL CERTIFICATE

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of _____, 2022

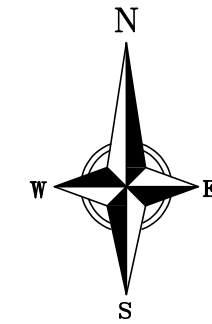
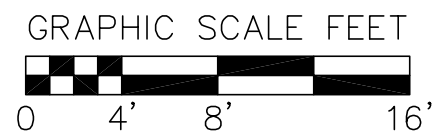
City of Baraboo Planning and Commission

vierbicher
planners engineers advisors





REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530


LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT
NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGE 7231, LOCATED IN PART OF THE
SW ¼ – SE ¼ AND PART OF THE SE ¼ – SW ¼, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST,
CITY OF BARABOO, SAUK COUNTY, WISCONSIN.




SURVEY LEGEND

 PUBLIC LAND CORNER AS NOTED

 FOUND 1 1/4" ϕ IRON ROD

 FOUND 3/4" ϕ IRON ROD

 FOUND 1" ϕ IRON PIPE

Received for recording this ____ day of _____, 2022, at ____ o'clock ____M. and recorded in

Volume _____ of Condominium
Plats on Pages _____, as Document
Number _____.

*Brent Bailey,
Sauk County Register of Deeds*

SURVEYED FOR:
Mr. Maxwell Dvorak
E9290 Hogsback Road
Baraboo, WI 53913
(608) 345-1905
truemusicmax@gmail.com

Drafted by: mlon
Checked by: sdis
Date: 11-10-2022
Rev:
Sheet 6 of 7

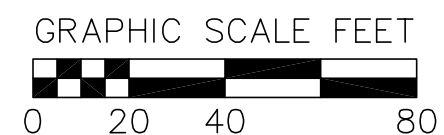
CITY OF BARABOO APPROVAL CERTIFICATE
There are no objections to this condominium
with respect to Sec. 703 Wis. Stats. and is
hereby approved for recording.

Dated this ____ day of _____, 2022

City of Baraboo Planning and Commission

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10 Nov 2022 - 1:48p R:\Dvorak, Maxwell\220040 - Waldo Street Residential Development\CADD\220040 - Condo Plat Phase 1.dwg by: mlon

BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1

LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGE 7231, LOCATED IN PART OF THE SW ¼ – SE ¼ AND PART OF THE SE ¼ – SW ¼, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

Condominium Line Table		
Line #	Direction	Length
L1	N74°37'15"W	76.27'
L2	N89°00'17"W	265.53'
L3	S87°40'51"W	132.66'
L4	S84°01'38"W	158.45'
L5	N0°18'48"W	41.99'
L6	N0°18'29"W	24.01'
L7	N89°15'31"E	40.43'
L8	N83°04'31"E	15.81'
L9	N2°40'24"W	12.78'
L10	N35°44'20"E	10.00'
L11	S54°15'40"E	33.64'
L12	S84°56'36"E	44.35'
L13	S89°40'47"E	359.01'
L14	N86°00'16"E	190.35'
L15	S0°11'41"E	66.16'
L16	S86°00'16"W	190.03'
L17	N89°39'29"W	11.37'
L18	S0°20'31"W	5.90'
L19	N89°39'29"W	10.00'
L20	N76°39'16"W	26.21'
L21	N89°39'29"W	121.78'
L22	S0°29'18"E	96.75'
L23	N82°54'33"W	26.55'
L24	S84°35'18"W	136.67'
L25	N0°16'49"E	16.55'
L26	S89°58'27"W	100.08'
L27	N77°25'25"W	145.50'

Secondary Line Table		
Line #	Direction	Length
L28	S89°54'04"E	160.13
L29	S89°54'04"E	144.96
L30	S89°54'04"E	50.07
L31	S89°54'04"E	245.48
L32	S00°25'06"E	200.38
L33	S00°25'06"E	65.41
L34	S89°51'59"E	251.35
L35	S89°51'59"E	53.37
L36	S89°51'59"E	53.37
L37	S00°27'21"E	22.49
L38	S00°27'21"E	15.00
L39	S00°27'21"E	58.64
L40	S00°27'21"E	58.24
L41	S00°27'21"E	69.57
L42	S00°27'21"E	32.86
L43	S00°11'41"E	71.24
L44	S00°11'41"E	92.22
L45	S00°29'18"E	33.29
L46	S00°29'18"E	79.41
L47	S00°29'18"E	37.72
L48	S00°29'18"E	37.38
L49	S00°29'18"E	37.79
L50	S00°29'18"E	37.03
L51	S00°29'18"E	75.69
L52	S00°29'18"E	66.80
L53	N00°18'37"W	31.95
L54	N00°18'37"W	35.82
L55	N00°18'37"W	48.05
L56	N00°18'37"W	103.97
L57	N00°19'45"E	217.87

Easement Line Table		
Line #	Direction	Length
EL1	N83°04'31"E	5.72
EL2	N83°04'31"E	10.09
EL3	S89°40'47"E	58.10
EL4	S89°40'47"E	300.91
EL5	N89°15'31"E	40.93
EL6	S83°04'31"W	15.81
EL7	S84°56'36"E	44.35
EL8	S89°39'29"E	191.41

Unit Line Table		
Line #	Direction	Length
UL1	N74°37'15"W	15.18
UL2	N74°37'15"W	61.09
UL3	N89°00'17"W	53.38
UL4	N89°00'17"W	30.50
UL5	N89°00'17"W	59.42
UL6	N89°00'17"W	63.00
UL8	S87°40'51"W	50.28
UL9	S87°40'51"W	30.58
UL10	S87°40'51"W	51.80
UL11	S84°01'38"W	53.00
UL12	S84°01'38"W	30.60
UL13	S84°01'38"W	74.85
UL14	N84°56'36"W	37.97
UL15	N84°56'36"W	6.38
UL16	S89°39'29"E	16.27
UL18	S89°39'29"E	57.36
UL19	S89°39'29"E	60.29
UL20	S84°35'18"W	35.00
UL21	S84°35'18"W	57.98
UL22	S84°35'18"W	43.69
UL23	N00°14'37"E	102.94
UL24	S01°08'14"W	89.53
UL25	N05°13'53"E	96.80
UL26	S01°47'59"E	93.93
UL27	S04°29'26"E	88.92

Condominium Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
C1	77.38'	717.00'	6°11'00"	77.34'	N86°10'01"E	N89°15'31"E	N83°04'31"E
C2	139.72'	1883.00'	4°15'05"	139.69'	N85°12'03"E	N83°04'31"E	N87°19'36"E
C3	221.47'	1883.00'	6°44'20"	221.34'	S88°18'46"E	N88°19'04"E	S84°56'36"E
C4	30.34'	367.00'	4°44'11"	30.33'	S87°18'42"E	S84°56'36"E	S89°40'47"E

Easement Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
EC1	39.91'	1883.00'	1°12'52"	39.91'	S83°40'57"W	S84°17'23"W	S83°04'31"W
EC2	99.81'	1883.00'	3°02'13"	99.80'	S85°48'29"W	S87°19'36"W	S84°17'23"W
EC3	69.53'	1883.00'	2°06'57"	69.53'	S89°22'33"W	N89°33'59"W	S88°19'04"W
EC4	78.05'	1883.00'	2°22'29"	78.04'	N88°22'44"W	N87°11'30"W	N89°33'59"W
EC5	73.89'	1883.00'	2°14'54"	73.89'	N86°04'03"W	N84°56'36"W	N87°11'30"W
EC6	84.50'	783.00'	6°11'00"	84.46'	N86°10'01"E	N89°15'31"E	N83°04'31"E
EC7	379.96'	1817.00'	11°58'53"	379.27'	N89°03'57"E	N83°04'31"E	S84°56'36"E
EC8	35.63'	433.00'	4°42'53"	35.62'	S87°18'03"E	S84°56'36"E	S89°39'29"E

Unit Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
UC11	29.00'	783.00'	2°07'18"	28.99'	N88°11'52"E	N89°15'31"E	N87°08'13"E
UC12	30.92'	783.00'	2°15'46"	30.92'	N86°00'20"E	N87°08'13"E	N84°52'27"E
UC13	24.58'	783.00'	1°47'56"	24.58'	N83°58'29"E	N84°52'27"E	N83°04'31"E
UC14	10.34'	1817.00'	0°19'33"	10.34'	N83°14'18"E	N83°04'31"E	N83°24'04"E
UC15	51.72'	1817.00'	1°37'52"	51.72'	N84°13'00"E	N83°24'04"E	N85°01'56"E
UC16	30.92'	1817.00'	0°58'30"	30.92'	N85°31'11"E	N85°01'56"E	N86°00'26"E
UC17	54.37'	1817.00'	1°42'52"	54.36'	N86°51'51"E	N86°00'26"E	N87°43'17"E
UC18	62.92'	1817.00'	1°59'03"	62.92'	N88°42'49"E	N87°43'17"E	N89°42'20"E
UC19	71.09'	1817.00'	2°14'30"	71.08'	S89°10'25"E	N89°42'20"E	S88°03'10"E
UC20	57.01'	1817.00'	1°47'52"	57.01'	S87°09'14"E	S88°03'10"E	S86°15'18"E
UC21	30.93'	1817.00'	0°58'31"	30.93'	S85°46'03"E	S86°15'18"E	S85°16'47"E
UC22	10.66'	1817.00'	0°20'11"	10.66'	S85°06'42"E	S85°16'47"E	S84°56'37"E

Unit Area Table		
Building No.	Unit #	Unit Area
1	101	5,787 Sq. Ft.
1	102	5,755 Sq. Ft.
2	201	6,082 Sq. Ft.
2	202	5,632 Sq. Ft.
3	301	4,655 Sq. Ft.
3	302	2,882 Sq. Ft.
3	303	5,579 Sq. Ft.
4	401	6,481 Sq. Ft.
4	402	5,818 Sq. Ft.
5	501	4,906 Sq. Ft.
5	502	2,842 Sq. Ft.
5	503	4,689 Sq. Ft.
6	601	4,597 Sq. Ft.
6	602	2,730 Sq. Ft.
6	603	6,688 Sq. Ft.

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1 1/4" Ø IRON ROD
- FOUND 3/4" Ø IRON ROD
- ◎ FOUND 1" Ø IRON PIPE

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this ____ day of _____, 2022, at ____ o'clock ____M. and recorded in Volume _____ of Condominium Plats on Pages _____, as Document Number _____.

Brent Bailey,
Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak
E9290 Hogsback Road
Baraboo, WI 53913
(608) 345-1905
truemusicmax@gmail.com

Drafted by: mlon
Checked by: sdls
Date: 11-10-2022
Rev: Sheet 7 of 7

CITY OF BARABOO APPROVAL CERTIFICATE
There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of _____, 2022

City of Baraboo Planning and Commission

vierbicher
planners engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

The City of Baraboo, Wisconsin

Background:

The BID prepares an annual budget and submits it to the City for approval as a condition of their operating plan. The City reviews the budget and approves it prior to levying assessments against qualified properties within the BID.

Fiscal Note: (check one) ☐ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the proposed 2023 BID budget in the amount of \$50,400.00 and attached hereto is approved, and;
 That the following is made a part of the Budget.

1. A reserve, to be known as the Reserve for Public Parking, Acquisition and Infrastructure Improvement Reserve, is established to be funded as follows:
 The unspent balance, as determined by appropriate accounting methods, of the funds for each fiscal year as of December 31 of each year, shall be placed in a reserve to be used exclusively for acquisition of land for public parking purposes, lighting, marking, signing, and landscaping of municipal parking lots and sidewalks, acquisition and public placement of receptacles for trash and garbage collection. Funds may be expended for these purposes at any time upon the affirmative vote of any five Directors.

 Other than for the foregoing purposes, funds shall be expended from the reserve only on the affirmative vote of three quarters of all of the Directors of the BID.
2. In order to be paid, all bills must be signed by a BID Director or employee prior to being submitted to the Finance Committee.
3. All bills to be paid must be in the hands of the Treasurer no later than noon on the Friday immediately prior to the regular monthly meeting of the BID Board of Directors.
4. All Directors are to be compensated out of the General Administrative Account for the following expenses necessarily incurred: Postage, photocopies at \$.15 per page, mileage at IRS approved rates when authorized in advance by the BID Board of Directors.
5. All BID funds are to be turned in to either the BID Treasurer or the City Treasurer within 72 hours or receipt of the same. If turned in to the City Treasurer, the receipt for same shall be turned in to the BID Treasurer within 72 hours of receiving same.
6. No purchase or an obligation of the BID shall be paid in cash. All such purchases and obligations shall be paid by check issued by the City Treasurer.
7. Any non-budgeted items of income received during a fiscal year shall be placed in the contingency fund for the same year.

Offered by: Finance Comm.**Motion:****Second:****Approved:** _____**Attest:** _____

2023 BID BUDGET		Approved 09/21/22
REVENUE		
Assessment	\$46,900.00	
Farmer's Market Vendor Fees	\$3,500.00	
TOTAL REVENUE		\$50,400.00
EXPENSES PROMOTIONS		
Downton Baraboo Light Parade	\$3,000.00	
Downton Baraboo Holiday Advertisng	\$2,000.00	
DBI Manager Support	\$3,000.00	
Devil's Lake Advertising Guide & Map	\$2,300.00	
Farmer's Market	\$3,500.00	
2 Broadway Banners	\$1,100.00	
Image Adv Campaign	\$6,200.00	
Other	\$1,000.00	
PROMOTIONS TOTAL		\$22,100.00
PARKING LOT DEVELOPMENT		
Parking lot reserve	\$0.00	
Landscape and Maintenance	\$1,500.00	
PARKING LOT TOTAL		\$1,500.00
ADMINISTRATIVE		
Supplies	\$200.00	
Insurance	\$650.00	
Professional Services (audit)	\$2,000.00	
Accounting Services Operating	\$1,700.00	
ADMINISTRATIVE TOTAL		\$4,550.00
APPEARANCE/BANNERS		
Hanging Flower Baskets	\$9,000.00	
Spring	\$800.00	
Winter	\$975.00	
Summer	\$725.00	
Fall Décor	\$700.00	
Flags	\$300.00	
Pole Décor	\$3,500.00	
Install Labor	\$1,000.00	
Other	\$2,000.00	
APPEARANCE/BANNERS TOTAL		\$19,000.00
BUSINESS DEVELOPMENT	\$3,250.00	
BUSINESS DEVELOPMENT TOTAL		\$3,250.00
TOTAL EXPENSES		\$50,400.00
REVENUE OVER (UNDER) TOTAL		\$0.00

NBR - 10

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: The Business Improvement District is located in the downtown area and all businesses have a membership. The BID primarily promotes the downtown, considers and makes recommendations concerning parking lots and other amenities for shoppers. The BID annually prepares a budget and operating plan which requires adoption by the City Council. BID projects are funded through their budget which is recommended by their Board of Directors. The major source of revenue for the BID is a self-imposed assessment on all business members within the district. The assessments are used to improve and beautify the BID and promote business in the downtown area. Funds are collected by the City and managed in cooperation with the BID Board of Directors.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, the Common Council of the City of Baraboo held a public hearing in the Council Chambers at 7:00 p.m. on the 22nd day of November, 2022 for the purpose of hearing all interested persons concerning the preliminary resolution and the report on the proposed assessments to be levied upon property within the District, and the estimated costs of the operating plan for the Business Improvement District, and heard all interested persons who desired to speak at the hearing;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

The report pertaining to the proposed assessments and plans, specifications and estimated costs for the Baraboo Business Improvement District is adopted and approved. Payment of the assessments shall be made by assessing the properties benefited as indicated in the Report and that the assessments shown on the report, representing an exercise of police power, have been determined on a reasonable basis and are hereby confirmed. The assessments are due and payable interest free on or before March 1, 2022 and assessments not paid by September 1, 2022 shall become a delinquent tax against the property as provided by Section 66.60 (15), Wis. Stats.

The City Clerk shall publish the resolution as a Class 1 notice under Chapter 985, Wis. Stats., in the assessment district and a copy of this resolution and a statement of the final assessment against the benefited property shall be mailed to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Offered by: Finance Comm

Approved: _____

Motion:

Second:

Attest: _____

Parcel Number	House #	Address	Owner	Residential Commercial	Exempt Non-Exempt	2022 Assessed Value	BID Assesment
1259-00000	226	5th Ave	Kyle Meise	Commercial	Non-Exempt	204,900	297.61
1263-00000	805	Broadway	PEOPLE HELPING PEOPLE	Exempt local	Exempt	-	-
1272-00000	808	Broadway	Mark & Laura Hamdan-Krause	Commercial	Non-Exempt	188,600	273.93
1285-00000	111	6th St	Protestant Episcopal Ch	Exempt local	Exempt	-	-
1302-00000	720	Ash St	Hope House of South Central WI	Exempt other	Exempt	-	-
1316-00000	702	Oak St	Kono Properties LLC	Commercial	Non-Exempt	253,900	368.77
1321-00000	701	Ash St	Ingemund Lanman & Stephanie Shanks	Commercial	Non-Exempt	301,000	437.18
1327-00000	127	6th Ave	Trustees Congregational United Ch	Exempt local	Exempt	-	-
1328-00000	131	6th Ave	Congregational Church	Exempt local	Exempt	-	-
1329-00000	710	Broadway	Mathew Colby	Commercial	Non-Exempt	218,600	317.50
1330-00000	116	5th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1331-00000	112	5th Ave	GB Real Estate LLC	Commercial	Non-Exempt	174,200	253.02
1333-00000	701	Oak St	Jgk Investments LLC	Commercial	Non-Exempt	309,700	449.82
1334-00000	717	Broadway	Robert W Jordan LC	Commercial	Non-Exempt	504,900	733.33
1343-00000	214	5th Ave	Hoppe Property Management LLC	Commercial	Non-Exempt	158,900	230.79
1346-00000	701	Broadway	Craig and Cortney Warren	Commercial	Non-Exempt	157,800	229.20
1393-01000	623	Broadway	Joseph Colossa Jr, c/o Al Ringling Mansion	Commercial	Non-Exempt	434,100	630.50
1394-00000	227	5th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1395-00000	622	Birch St	Baraboo, City of	Exempt local	Exempt	-	-
1396-00000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1397-00000	222	4th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1398-01000	214	4th Ave	First United Methodist Church	Exempt local	Exempt	-	-
1398-10000	214	4th ave	Baraboo, City of	Exempt local	Exempt	-	-
1399-00000	214	4th Ave	First United Methodist Church	Exempt local	Exempt	-	-
1400-00000	627	Oak St	Baraboo, City of	Exempt local	Exempt	-	-
1401-00000	619	Oak St	Legal F. Part	Commercial	Non-Exempt	664,400	964.99
1402-00000	109	5th Ave	109 Properties LLC	Commercial	Non-Exempt	171,300	248.80
1403-00000	115	5th ave	Square Tavern LLC	Commercial	Non-Exempt	31,800	46.19
1405-00000	127	5th Ave	B6 Properties LLC	Commercial	Non-Exempt	179,300	260.42
1406-00000	620	Broadway	David Christian	Commercial	Non-Exempt	119,500	173.57
1407-00000	144	4th Ave	Joseph J. Screnock	Commercial	Non-Exempt	460,500	668.85
1408-00000	146	4th Ave	James A. Dickey	Commercial	Non-Exempt	203,500	295.57
1410-00000	128	4th Ave	Al Ringling Theatre Friends Inc	Exempt local	Exempt	-	-
1412-00000	124	4th Ave	Square Tavern LLC	Commercial	Non-Exempt	169,100	245.61
1413-00000	120	4th Ave	Todd M. & Michell Yates-Wickus Joint Rev Trust	Commercial	Non-Exempt	222,000	322.44
1414-00000	116	4th Ave	J E T Properties LLC	Commercial	Non-Exempt	205,700	298.77
1415-00000	112	4th Ave	J E T Properties LLC	Commercial	Non-Exempt	193,700	281.34
1416-00000	110	4th Ave	Tommy L. 7 Cheryl J. Lopez	Commercial	Non-Exempt	214,400	311.40
1417-00000	106	4th Ave	James Hill	Commercial	Non-Exempt	160,100	232.54
1418-00000	102	4th Ave	T T. Properties	Commercial	Non-Exempt	405,000	588.24

1419-00000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1420-00000	120	5th St	Baraboo, City of	Exempt local	Exempt	-	-
1421-00000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1422-00000	108	5th St	Baraboo, City of	Exempt local	Exempt	-	-
1423-00000	618	Oak St	Sage-Louise Holdings LLC	Commercial	Non-Exempt	293,900	426.87
1424-00000	616	Oak St	Erin Zirbel & Jeremiah Losic	Commercial	Non-Exempt	130,400	189.40
1425-00000	614	Oak St	Linda Caflisch Adamske	Commercial	Non-Exempt	131,000	190.27
1426-00000	610	Oak St	Gary A. Nelson	Commercial	Non-Exempt	304,800	442.70
1427-00000	606	Oak St	John C & Ireta L Mc Nabb Living Trust	Commercial	Non-Exempt	136,300	197.97
1428-00000	101	4th St	Nancy Jo Dillman	Commercial	Non-Exempt	142,400	206.83
1429-00000	107	4th St	Alvin D. & Judith K. Follendorf	Commercial	Non-Exempt	266,500	387.08
1430-00000	111	4th St	Israel Hernandez & Delfina Salas	Commercial	Non-Exempt	162,900	236.60
1431-00000	113	4th St	Janice M Deppe	Commercial	Non-Exempt	187,200	271.90
1432-00000	115	4th St	Janice M Deppe	Commercial	Non-Exempt	146,100	212.20
1433-00000	119	4th St	Mike Muscanerao & Associates LLC	Commercial	Non-Exempt	206,700	300.22
1433-10000	117	4th St	Mike Muscanerao & Associates LLC	Commercial	Non-Exempt	198,900	288.89
1434-00000	121	4th St	Jeffrey G. Hill Lc	Commercial	Non-Exempt	184,000	267.25
1435-00000	125	4th St	Jean L. Sandmire	Commercial	Non-Exempt	206,300	299.64
1436-00000	131	4th St	Iroquois Investments LLC	Commercial	Non-Exempt	34,000	49.39
1437-00000	127	4th St	Judy L. Weiland Trust	Commercial	Non-Exempt	155,500	225.86
1437-10000	129	4th St	Acas Properties LLC	Commercial	Non-Exempt	212,800	309.08
1438-00000	135	4th St	Baraboo, City of	Exempt local	Exempt	-	-
1448-00000	203	4th St	GKJ Holdings LLC	Commercial	Non-Exempt	161,500	234.57
1459-00000	520	Ash St	Standard Development Company LLC	Commercial	Non-Exempt	285,300	414.38
1461-00000	506	Ash St	Norris Crowe	Commercial	Non-Exempt	117,600	170.81
1464-00000	500	Ash St	Baraboo, City of	Exempt local	Exempt	-	-
1469-00000	134	4th St	Baraboo, City of	Exempt local	Exempt	-	-
1470-00000	130	4th St	Kendall Telephone Inc	Exempt local	Exempt	-	-
1471-00000	126	4th St	Ziegler Real Estate LLC	Commercial	Non-Exempt	402,400	584.46
1472-00000	114	4th St	Andrew L. Hager	Commercial	Non-Exempt	70,400	102.26
1473-00000	116	4th St	Hebron Properties LLC	Commercial	Non-Exempt	103,600	150.48
1474-00000	532	Oak St	Fritsch Corner Properties LLC	Commercial	Non-Exempt	307,800	447.06
1475-00000	522	Oak St	Fritsch Properties LLC	Commercial	Non-Exempt	365,200	530.43
1475-10000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1476-00000	516	Oak St	Jaddy Holdings LLC	Commercial	Non-Exempt	198,800	288.75
1477-00000	512	Oak St	Jaddy Holdings LLC	Commercial	Non-Exempt	198,800	288.75
1478-00000	506	Oak St	Wells Fargo Bank Wisconsin	Commercial	Non-Exempt	-	-
1479-00000	502	Oak St	Wells Fargo Bank Wisconsin	Commercial	Non-Exempt	1,774,100	2,576.75
1481-00000	113	3rd St	Nevrus S. Cobaj Family Trust	Commercial	Non-Exempt	142,000	206.25
1482-00000	115	3rd St	Gbd Enterprises LLC	Commercial	Non-Exempt	138,400	201.02
1483-00000	117	3rd St	Gbd Enterprises LLC	Commercial	Non-Exempt	337,600	490.34
1484-00000	127	3rd St	Peach Blossom LLC	Commercial	Non-Exempt	380,600	552.80
1485-00000	129	3rd St	Baraboo Music LLC/Andrew A. & Lisa J. Johnson	Commercial	Non-Exempt	260,700	378.65

1486-00000	135	3rd St	421 Properties LLC	Commercial	Non-Exempt	135,200	196.37
1487-00000	137	3rd St	Steffes Commercial Properties LLC	Commercial	Non-Exempt	305,500	443.72
1489-00000	143	3rd St	Robert H. Kurz	Commercial	Non-Exempt	199,200	289.33
1490-00000	147	3rd St	24 Brix Properties, LLC	Commercial	Non-Exempt	602,800	875.52
1493-00000	0	0	Sauk County	Exempt county	Exempt	-	-
1494-00000	515	Broadway	Kruse Motor Sales Real Estate LLC	Commercial	Non-Exempt	129,400	187.95
1495-00000	515	Broadway	Kruse Motor Sales Real Estate LLC	Commercial	Non-Exempt	188,100	273.21
1496-00000	513	Broadway	Sauk County	Exempt county	Exempt	-	-
1497-00000	213	4th Ave	Sauk County	Exempt county	Exempt	-	-
1497-10000	0	4th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1498-00000	221	4th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1499-00000	227	4th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1500-00000	233	4th Ave	Cindy Kruse	Commercial	Non-Exempt	134,700	195.65
1501-00000	232	3rd Ave	Sauk County	Exempt county	Exempt	-	-
1502-00000	508	Birch St	Philip T. Smith	Commercial	Non-Exempt	97,000	140.89
1503-00000	226	3rd Ave	Sauk County	Exempt county	Exempt	-	-
1504-00000	222	3rd Ave	Sauk County	Exempt county	Exempt	-	-
1505-00000	505	Broadway	Sauk County	Exempt county	Exempt	-	-
1553-00000	201	3rd Ave	Mc Gann Furniture Inc	Commercial	Non-Exempt	489,800	711.40
1554-00000	215	3rd Ave	Mc Gann Furniture Inc	Commercial	Non-Exempt	86,300	125.35
1554-10000	221	3rd Ave	Mercer & Maffei Real Estate PRTSHP	Commercial	Non-Exempt	403,700	586.35
1555-00000	207	3rd Ave	Mc Gann Furniture Inc	Commercial	Non-Exempt	266,900	387.66
1556-00000	223	3rd Ave	Am Investment Group LLC	Commercial	Non-Exempt	115,500	167.76
1557-00000	227	3rd Ave	Baraboo, City of	Exempt local	Exempt	-	-
1567-00000	401	Broadway	Schwarz Baraboo Properties LLC	Commercial	Non-Exempt	179,100	260.13
1568-00000	409	Broadway	A EDWARDS PROPERTIES LLC LC	Commercial	Non-Exempt	176,600	256.50
1569-00000	101	3rd Ave	Baraboo State Bank	Commercial	Non-Exempt	2,439,100	3,542.61
1571-00000	113	3rd Ave	BARABOO STATE BANK	Commercial	Non-Exempt	138,000	200.44
1572-00000	115	3rd Ave	Endless LLC	Commercial	Non-Exempt	228,800	332.32
1573-00000	119	3rd Ave	Tin Roof Dairy Inc	Commercial	Non-Exempt	105,300	152.94
1574-00000	123	3rd Ave	A & C Rental Properties LLC	Commercial	Non-Exempt	211,900	307.77
1575-00000	129	3rd Ave	Ploetz Furniture Company LLC	Commercial	Non-Exempt	320,700	465.80
1576-00000	133	3rd Ave	Barrel Aged LLC	Commercial	Non-Exempt	123,700	179.67
1577-00000	135	3rd Ave	Building Corp South Central Education Assoc	Exempt local	Exempt	-	-
1578-00000	137	3rd Ave	Pacjets Financial Ltd	Commercial	Non-Exempt	247,600	359.62
1579-00000	141	3rd Ave	Pacjets Financial Ltd	Commercial	Non-Exempt	728,800	1,058.53
1580-00000	406	Broadway	Timothy D. & Kathleen M. Borota	Commercial	Non-Exempt	97,000	140.89
1581-00000	402	Broadway	William S. Johnsen LC	Commercial	Non-Exempt	210,300	305.45
1582-00000	124	2nd Ave	Patrick E. Weiland	Commercial	Non-Exempt	188,600	273.93
1585-00000	108	2nd Ave	Tr Masonic Lodge # 34	Exempt local	Exempt	-	-
1586-00000	407	Oak St	GKJ Holdings LLC	Commercial	Non-Exempt	200,900	291.80
1587-00000	0	Oak St	Ploetz Furniture Company LLC	Commercial	Non-Exempt	4,200	6.11
1588-00000	411	Oak St	Richard D. Brescia	Commercial	Non-Exempt	142,700	207.27

1589-00000	413	Oak St	413 Oak Street Baraboo LLC	Commercial	Non-Exempt	135,500	196.81
1590-00000	150	3rd St	Holmen Properties LLC	Commercial	Non-Exempt	195,500	283.95
1591-00000	148	3rd St	Lloyd & Karen Byxbe Living Trust	Commercial	Non-Exempt	120,400	174.88
1592-00000	144	3rd St	TDG Properties LLC	Commercial	Non-Exempt	195,600	284.10
1593-00000	415	Ash St	John M. & Sherri A. Donahue	Commercial	Non-Exempt	86,500	125.64
1594-00000	142	3rd St	Adam & Robin Klitzke	Commercial	Non-Exempt	192,500	279.60
1595-00000	138	3rd St	421 Properties LLC	Commercial	Non-Exempt	175,200	254.47
1595-10000	136	3rd St	John C & Ireta L Mc Nabb Living Trust	Commercial	Non-Exempt	182,300	264.78
1596-00000	132	3rd St	109 Properties LLC	Commercial	Non-Exempt	180,500	262.17
1597-00000	130	3rd St	John L. Banks	Commercial	Non-Exempt	204,200	296.59
1598-00000	126	3rd St	LAURAMARK PROPERTIES LLC	Commercial	Non-Exempt	166,700	242.12
1599-00000	124	3rd St	John C & Ireta L Mc Nabb Living Trust	Commercial	Non-Exempt	184,100	267.40
1600-00000	120	3rd St	120 3rd Street LLC	Commercial	Non-Exempt	320,800	465.94
1601-00000	116	3rd St	Ten Thirteen LLC	Commercial	Non-Exempt	169,300	245.90
1602-00000	112	3rd St	George and Anna Mueller	Commercial	Non-Exempt	200,900	291.80
1603-00000	110	3rd St	Roeder Real Estate LLC	Commercial	Non-Exempt	166,100	241.25
1604-00000	108	3rd St	Vandy LLC	Commercial	Non-Exempt	191,200	277.71
1605-00000	100	3rd St	BOOH PROPERTIES, LLC	Commercial	Non-Exempt	154,600	224.55
1606-00000	424	Oak St	Neat-O's Holdings LLC LC	Commercial	Non-Exempt	133,800	194.34
1607-00000	420	Oak St	Neat-O's Holdings LLC LC	Commercial	Non-Exempt	161,000	233.84
1608-00000	416	Oak St	SAFAY LLC	Commercial	Non-Exempt	134,300	195.07
1609-00000	412	Oak St	Axe Cap LLC	Commercial	Non-Exempt	207,200	300.95
1610-00000	410	Oak St	Vodak Enterprises LLC	Commercial	Non-Exempt	131,300	190.71
1611-00000	408	Oak St	Vodak Enterprises LLC	Commercial	Non-Exempt	202,600	294.27
1612-00000	111	2nd St	Vodak Enterprises LLC	Commercial	Non-Exempt	269,000	390.71
1613-00000	404	Oak St	Vodak Enterprises LLC	Commercial	Non-Exempt	288,900	419.61
1614-00000	400	Oak St	Vodak Enterprises LLC	Commercial	Non-Exempt	152,600	221.64
1615-00000	0	0	Baraboo American Legion Bldg Co	Exempt local	Exempt	-	-
1615-10000	0	0	Baraboo Foreign Serv Vet	Exempt local	Exempt	-	-
1616-00000	123	2nd St	WEGNER CPAS LLP	Commercial	Non-Exempt	943,100	1,369.78
1617-00000	0	2nd St	Baraboo, City of	Exempt local	Exempt	-	-
1623-00000	210	3rd St	Of Baraboo First Presbyterian Church	Exempt local	Exempt	-	-
1624-00000	416	Ash St	Presbyterian Church	Exempt local	Exempt	-	-
1627-00000	402	Ash St	Blue Charlie 2nd LLC	Commercial	Non-Exempt	115,900	168.34
1628-00000	406	Ash St	Blue Charlie 2nd LLC	Commercial	Non-Exempt	221,700	322.01
1642-00000	322	Ash St	Smith Exempt Qtip Marital Trust	Commercial	Non-Exempt	116,700	169.50
1643-00000	314	Ash St	Thome Properties LLC	Commercial	Non-Exempt	148,700	215.98
1646-00000	219	1st St	Marchhare Bakery LLC	Commercial	Non-Exempt	87,500	127.09
1650-00000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1652-00000	113	2nd Ave	Baraboo State Bank	Commercial	Non-Exempt	229,600	333.48
1653-00000	314	Broadway	Chris Hause	Commercial	Non-Exempt	233,700	339.44
1654-00000	304	Broadway	Jc's Broadway Diner LLC	Commercial	Non-Exempt	372,000	540.31
1660-00000	313	Oak St	Rick & Diane Lewison Living Trust	Commercial	Non-Exempt	387,300	562.53

1662-00000	315	Broadway	Pemberton & Englund Ventures LLP	Commercial	Non-Exempt	543,200	788.96
1663-00000	315	Broadway	Pemberton & Englund Ventures LLP	Commercial	Non-Exempt	66,800	96.73
1671-00000	303	Broadway	Ray & Kathryn Eckstein Trust	Commercial	Non-Exempt	373,300	541.82
Total						32,290,900	46,900.00

NBR - 11

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: The Community Development Authority is responsible for the administration of several budgets. These budgets deal with the affordable housing units as well as loan programs. The Community Development Board has reviewed the budgets and approved them for 2023. (They appear in your budget book.)

Fiscal Note: (check one) ☐ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted

Comments: None.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the following Community Development Budgets are approved. They are:

Donahue Terrace Apartments	\$ 411,950
Corson Square Apartments	\$ 396,650
City Admin Building Fund	\$ 530,355
Community Development Block Grant	\$ 225,500
Façade Improvement	\$ 15,000
Revolving Economic Development	\$ 87,000
Library Building Fund	\$ 3,502,000
Fire/EMS Building Fund	\$25,750,000
Capital Catalyst	\$ 2,000

Offered by: CDA Board

Approved: _____

Motion:

Second:

Attest: _____

RESOLUTION NO. 2022 -**Dated: November 22, 2022****The City of Baraboo, Wisconsin**

The budget is balanced. There will be no increase in sewer rates! We will be using \$167,518 of our O & M funds to balance the budget.

Fiscal Note: (✓one) [] Not Required [] Budgeted Expenditure [] Not Budgeted Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT, the proposed 2023 Sanitary Sewer Budget for the City of Baraboo in the amount of **\$1,677,617** is hereby adopted; and,

BE IT FURTHER RESOLVED, that adoption of said budget establishes the following sewer rates effective beginning the first quarter billing of 2023:

City of Baraboo	* 100 Gallons Usage	\$0.399	
Outlying Area:	* 100 Gallons Usage	\$0.270	
Surcharge for High Strength:	BOD	\$ 0.45/lb	
	S.S.	\$ 0.51/lb	
	Phosphorus	\$ 4.00/lb	
Quarterly Fixed Meter Charge			
5/8"	\$ 9.44		
3/4"	\$ 10.32	4"	\$ 51.26
1"	\$ 12.06	6"	\$ 94.83
1-1/2"	\$ 16.41	8"	\$ 147.55
2"	\$ 21.64	10"	\$ 216.88
3"	\$ 33.84	12"	\$ 286.20
Septage		\$116.72/1000 gallons	
Holding Tank		\$ 10.85/1000 gallons	
Administration Fee		\$ 15.00/load	
Bio Solids	Class A	Utility haul	\$ 22.50/load
		Customer hauls	\$ 0.75/yd.
	Class B		FREE
Digester Solids Treatment		\$ 50.00/100 lbs. of dry solids	
BOD Testing		\$ 18.00/sample	
S.S. Testing		\$ 12.00/sample	
pH Testing		\$ 7.00/sample	
Phosphorus Testing		\$ 23.00/sample	

Offered by: Public Safety Committee

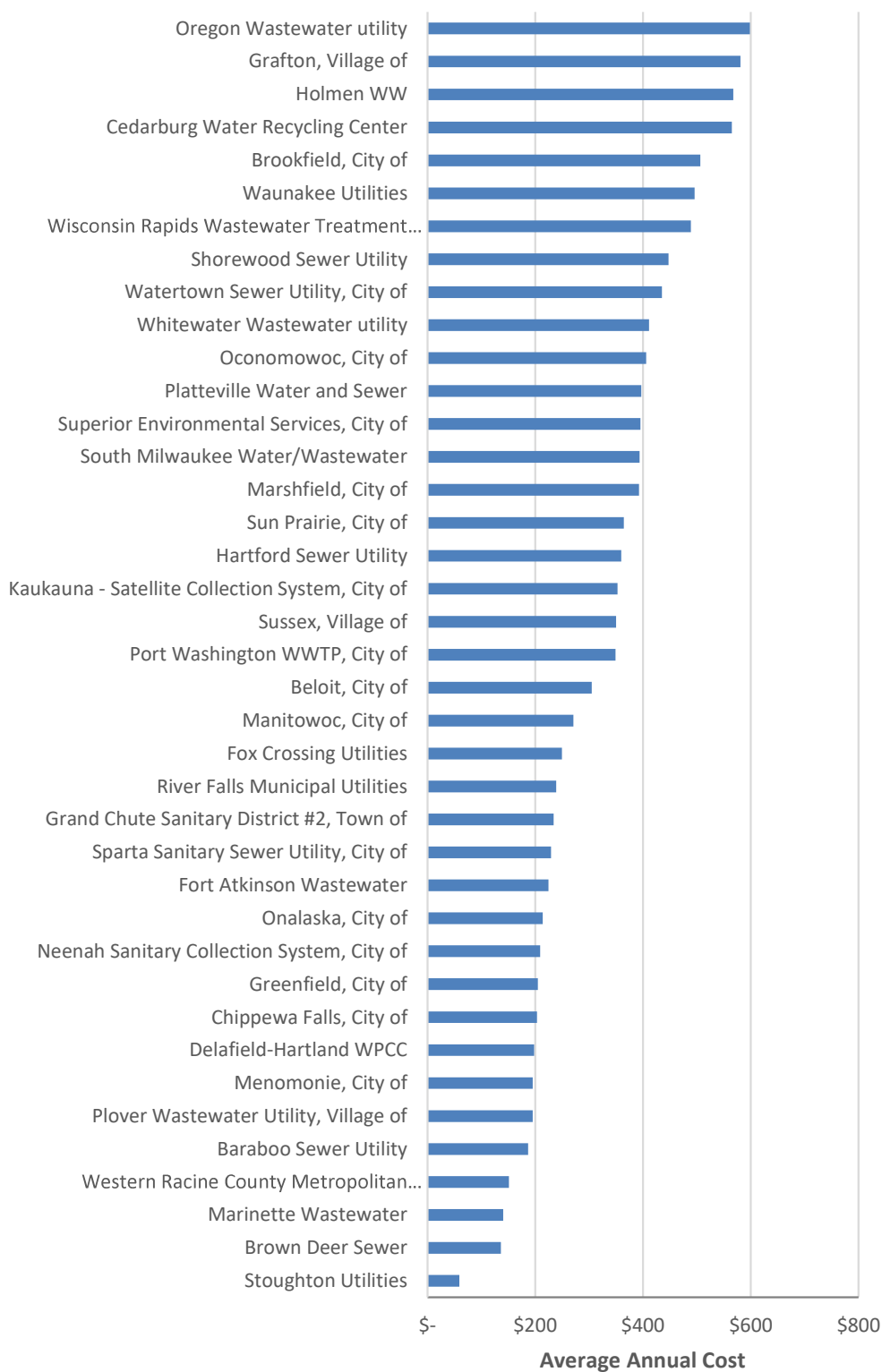
Motion:

Second:

Approved: _____

Attest: _____

Figure 4-F: Total Average Annual Sewer Charge
Population 10,001-50,000



NBR - 13

RESOLUTION NO. 2022 -

Dated: November 22, 2022

The City of Baraboo, Wisconsin

Background: The Water Utility budget is balanced. There will be no rate increase. The significant items of the budget are: water main, services, and fire hydrants on the Maple St & Ridge St street reconstruction projects; rehabilitation of Well #6; installation of mixer in Commerce water tower; replacement of generator at Well #4; and increase in water meters and radios for the new construction.

Fiscal Note: (check one) ☐ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Water Utility Budget for 2023 in the amount of \$2,239,595 is hereby approved.

Offered by: Finance/Personnel Committee

Approved by: _____
 Mayor

Motion:

Second:

Certified by: _____
 City Clerk

NBR - 14**RESOLUTION NO. 2022 -****Dated: November 22, 2022****The City of Baraboo, Wisconsin*****Background:******Fiscal Note: (check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted******Comments*** See attached 2023 detailed line item budget.**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the Storm Water Utility Budget for 2023 in the amount of \$593,247 is hereby approved.

Offered by: Finance/Personnel Committee**Approved by:** _____
Mayor**Motion:****Second:****Certified by:** _____
City Clerk

CITY OF BARABOO

CITY OF BARABOO - Sanitary Sewer Utility - 2021 BUDGET

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Periods: 00/22-14/22

Nov 17, 2022 09:40AM

Account Number	Account Title	2021-21 Prior year Actual	2022-22 Original Budget	2022-22 Amended Budget	2022-22 Y-T-D Actual	2022-22 Projected Budget	2023-23 Requested	2023-23 Admin Adjustments	2023-23 Recommended	2023-23 Adopted Budget
Stormwater Utility										
Stormwater										
R 950-36-40404-001	Utility Amortization Revenue	2,221.35	.00	.00	.00	.00	.00	.00	.00	.00
R 950-36-40419-001	Utility Interest on Investment	1,502.25	1,600.00	1,600.00	3,714.02	5,000.00	6,000.00	.00	6,000.00	.00
R 950-36-40419-101	Utility - Investment Fees	385.87-	375.00-	375.00-	258.82-	350.00-	375.00-	.00	375.00-	.00
R 950-36-40421-001	Ut Contrib in Aid of Construct	.00	.00	.00	.00	.00	.00	.00	.00	.00
R 950-36-40421-101	Util Capital Paid by Municipal	17,720.40	.00	.00	.00	.00	.00	.00	.00	.00
R 950-36-40621-101	Sewer Flat Rate Genl Con-Res	201,884.40	200,805.00	200,805.00	152,604.00	203,195.00	203,195.00	.00	203,195.00	.00
R 950-36-40621-201	Sewer Flat Rate Genl Con-Com	278,158.65	277,847.00	277,847.00	209,038.44	278,550.00	278,550.00	.00	278,550.00	.00
R 950-36-40621-301	Sewer Flat Rate Genl Con-Ind	79,035.38	78,945.00	78,945.00	59,263.31	79,052.00	79,052.00	.00	79,052.00	.00
R 950-36-40621-401	Sewer Flat Rate Genl-Public	98,004.35	96,516.00	96,516.00	73,576.39	98,112.00	98,112.00	.00	98,112.00	.00
R 950-36-40631-001	Sewer Penalties	2,857.03	2,500.00	2,500.00	2,992.73	3,200.00	3,200.00	.00	3,200.00	.00
R 950-36-40635-001	Sewer Other Operating Revenue	4,297.32	3,600.00	3,600.00	3,740.21	3,400.00	3,600.00	.00	3,600.00	.00
R 950-36-40636-001	Utility Grants	1,666.66	.00	.00	.00	.00	.00	.00	.00	.00
R 950-36-40436-101	Sewer Approp of Equip Funds	.00	110,000.00	118,560.00	.00	.00	.00	.00	.00	.00
Budget notes:										
Leaf vac										
R 950-36-40434-001	Util Sale of Assets	21,626.00	.00	.00	.00	.00	.00	.00	.00	.00
Total Revenue:		708,587.92	771,438.00	779,998.00	504,670.28	670,159.00	671,334.00	.00	671,334.00	.00
Sewer Depreciation										
E 950-36-40300-540-000	Depreciation	150,518.34	.00	.00	.00	.00	.00	.00	.00	.00
E 950-36-40300-541-000	Amortization	1,187.72	.00	.00	.00	.00	.00	.00	.00	.00
Total Expenditure:		151,706.06	.00	.00	.00	.00	.00	.00	.00	.00
Sewer Long Term Debt										
E 950-36-42700-620-000	Interest	369.53-	.00	.00	.00	.00	.00	.00	.00	.00
E 950-36-42700-630-000	Issuance Costs	228.00	228.00	228.00	81.00	228.00	228.00	.00	228.00	.00
Budget notes:										
Agent and disclosure fees										
E 950-36-42700-620-161	Interest - 2016A	5,000.00	3,700.00	3,700.00	3,700.00	3,700.00	2,500.00	.00	2,500.00	.00
E 950-36-42700-610-900	Principal - Contra account	80,000.00-	.00	.00	70,000.00-	.00	.00	.00	.00	.00
E 950-36-42700-610-161	Principal - 2016A	70,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	.00	60,000.00	.00
E 950-36-42700-610-181	Principal - 2018A	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00	10,000.00	.00
E 950-36-42700-620-181	Interest - 2018A	6,940.00	6,640.00	6,640.00	6,640.00	6,640.00	6,340.00	.00	6,340.00	.00

CITY OF BARABOO

CITY OF BARABOO - Sanitary Sewer Utility - 2021 BUDGET

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Periods: 00/22-14/22

Nov 17, 2022 09:40AM

Account Number	Account Title	2021-21 Prior year Actual	2022-22 Original Budget	2022-22 Amended Budget	2022-22 Y-T-D Actual	2022-22 Projected Budget	2023-23 Requested	2023-23 Admin Adjustments	2023-23 Recommended	2023-23 Adopted Budget
E 950-36-83100-270-000	Special Services	.00	.00	.00	483.87	500.00	1,000.00	.00	1,000.00	.00
E 950-36-83100-340-000	Operating Supplies	2,002.99	2,000.00	7,100.00	7,927.43	7,500.00	7,000.00	.00	7,000.00	.00
E 950-36-83100-348-000	Gas. Diesel. Oil. Grease	1,227.77	1,500.00	1,500.00	2,188.00	2,800.00	3,000.00	.00	3,000.00	.00
E 950-36-83100-374-000	Gravel	2,517.35	2,500.00	2,500.00	401.45	2,500.00	2,500.00	.00	2,500.00	.00
E 950-36-83100-392-000	Small Equipment Purchase	.00	2,500.00	2,500.00	645.65	2,500.00	2,500.00	.00	2,500.00	.00
E 950-36-83100-410-000	Concrete & Clay Materials	1,383.87	8,000.00	8,000.00	2,760.78	4,000.00	8,000.00	.00	8,000.00	.00
E 950-36-83100-422-000	Pipe	2,744.09	3,000.00	3,000.00	1,942.00	2,000.00	3,000.00	.00	3,000.00	.00
E 950-36-83100-423-000	Castings	4,406.56	7,000.00	5,900.00	3,814.78	7,000.00	10,000.00	.00	10,000.00	.00
Total Expenditure:		85,585.73	116,646.00	120,646.00	64,776.88	87,813.00	128,138.00	52.00-	128,086.00	.00
Storm Detention Basins										
E 950-36-83600-120-000	Wages	.00	1,415.00	1,415.00	.00	650.00	1,763.00	.00	1,763.00	.00
E 950-36-83600-122-000	Overtime	.00	.00	.00	.00	.00	424.00	.00	424.00	.00
E 950-36-83600-130-000	Social Security	.00	95.00	95.00	.00	44.00	162.00	.00	162.00	.00
E 950-36-83600-131-000	Retirement	.00	112.00	112.00	.00	52.00	149.00	.00	149.00	.00
E 950-36-83600-132-000	Health Insurance	.00	568.00	568.00	.00	256.00	590.00	1.00-	589.00	.00
E 950-36-83600-133-000	Life Insurance	.00	.00	.00	.00	.00	1.00	.00	1.00	.00
E 950-36-83600-340-000	Operating Supplies	978.00	.00	.00	.00	.00	.00	.00	.00	.00
Total Expenditure:		978.00	2,190.00	2,190.00	.00	1,002.00	3,089.00	1.00-	3,088.00	.00
Sewer Billing and Collection										
E 950-36-84000-120-000	Wages	11,134.25	12,350.00	12,350.00	9,913.68	12,193.00	13,214.00	.00	13,214.00	.00
E 950-36-84000-122-000	Overtime	9.17	.00	.00	.00	.00	.00	.00	.00	.00
E 950-36-84000-130-000	Social Security	795.27	866.00	866.00	725.75	933.00	983.00	.00	983.00	.00
E 950-36-84000-131-000	Retirement	731.22	976.00	976.00	644.43	963.00	899.00	.00	899.00	.00
E 950-36-84000-132-000	Health Insurance	2,626.12	5,676.00	5,676.00	.00	.00	.00	.00	.00	.00
E 950-36-84000-133-000	Life Insurance	1.44	14.00	14.00	1.95	3.00	2.00	.00	2.00	.00
E 950-36-84000-250-000	Repair & Maint Serv-Equipment	3,985.22	4,175.00	4,175.00	4,992.17	4,100.00	4,100.00	.00	4,100.00	.00
E 950-36-84000-270-000	Special Services	10,036.00	10,035.00	10,035.00	10,036.00	10,036.00	10,036.00	.00	10,036.00	.00
E 950-36-84000-310-000	Office Supplies	1,253.70	840.00	840.00	321.76	600.00	1,600.00	.00	1,600.00	.00
E 950-36-84000-330-000	Training & Travel	33.34	150.00	150.00	.00	50.00	150.00	.00	150.00	.00
E 950-36-84000-343-000	Postage	4,376.30	5,300.00	5,300.00	4,166.48	5,250.00	5,650.00	.00	5,650.00	.00
E 950-36-84000-530-000	Rents and Leases	6,064.12	2,529.00	2,529.00	1,344.82	2,529.00	2,026.00	.00	2,026.00	.00
Total Expenditure:		41,046.15	42,911.00	42,911.00	32,147.04	36,657.00	38,660.00	.00	38,660.00	.00

CITY OF BARABOO

CITY OF BARABOO - Sanitary Sewer Utility - 2021 BUDGET

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Account Number	Account Title	2021-21 Prior year Actual	2022-22 Original Budget	2022-22 Amended Budget	2022-22 Y-T-D Actual	2022-22 Projected Budget	2023-23 Requested	2023-23 Admin Adjustments	2023-23 Recommended	2023-23 Adopted Budget
Sewer Administration/General										
E 950-36-85000-110-000	Salaries	24,931.79	25,497.00	25,497.00	19,245.68	23,831.00	26,517.00	.00	26,517.00	.00
E 950-36-85000-120-000	Wages	3,893.60	17,320.00	17,320.00	1,688.56	9,235.00	7,232.00	.00	7,232.00	.00
E 950-36-85000-122-000	Overtime	8.40	.00	.00	.00	.00	.00	.00	.00	.00
E 950-36-85000-129-000	Longevity	44.00	48.00	48.00	48.00	48.00	50.00	.00	50.00	.00
E 950-36-85000-130-000	Social Security	2,038.75	3,183.00	3,183.00	1,546.69	2,494.00	2,502.00	983.00	3,485.00	.00
E 950-36-85000-131-000	Retirement	2,283.37	3,387.00	3,387.00	1,589.00	2,616.00	2,298.00	.00	2,298.00	.00
E 950-36-85000-131-200	Retirement- GASB 68	15,253.57-	.00	.00	.00	.00	.00	.00	.00	.00
E 950-36-85000-132-000	Health Insurance	5,649.96	8,017.00	8,017.00	4,350.33	4,686.00	6,739.00	18.00-	6,721.00	.00
E 950-36-85000-133-000	Life Insurance	.00	18.00	18.00	.00	.00	9.00	.00	9.00	.00
E 950-36-85000-136-000	FSA Plan Administration	25.34	.00	.00	22.88	48.00	.00	.00	.00	.00
E 950-36-85000-215-000	Prof Services - Engineering	.00	.00	.00	.00	.00	.00	.00	.00	.00
E 950-36-85000-231-000	Digger's Hotline	612.00	815.00	815.00	505.92	600.00	792.00	.00	792.00	.00
E 950-36-85000-320-000	Dues and Subscriptions	1,520.44	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00	1,500.00	.00
Budget notes:										
NCWSC Membership										
E 950-36-85000-321-000	License & Fees	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00	1,500.00	.00
Budget notes:										
MS4 Permit Fees										
E 950-36-85000-133-200	Life Insurance - GASB 75	50.00	.00	.00	.00	.00	.00	.00	.00	.00
E 950-36-85000-128-000	Merit Pay	300.40	.00	.00	207.00	.00	.00	.00	.00	.00
Total Expenditure:		27,604.48	61,285.00	61,285.00	32,204.06	46,558.00	49,139.00	965.00	50,104.00	.00
Sewer Outside Service										
E 950-36-85200-215-000	Prof Services - Engineering	1,435.86	4,814.00	4,814.00	2,726.28	2,726.00	4,000.00	.00	4,000.00	.00
Budget notes:										
Legal/Admin and Audut services										
E 950-36-85200-214-000	Prof Services - Auditing	2,650.00	.00	.00	2,560.00	2,714.00	2,779.00	.00	2,779.00	.00
Budget notes:										
Legal/Admin and Audut services										
E 950-36-85200-212-000	Prof Serv - Management Service	2,034.00	.00	.00	2,034.00	2,034.00	2,500.00	.00	2,500.00	.00
Budget notes:										
Legal/Admin and Audut services										
Total Expenditure:		6,119.86	4,814.00	4,814.00	7,320.28	7,474.00	9,279.00	.00	9,279.00	.00
Sewer Insurance										
E 950-36-85300-510-000	Insurance	7,614.53	9,200.00	9,200.00	7,503.70	7,504.00	9,200.00	.00	9,200.00	.00

CITY OF BARABOO

CITY OF BARABOO - Sanitary Sewer Utility - 2021 BUDGET

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Account Number	Account Title	2021-21 Prior year Actual	2022-22 Original Budget	2022-22 Amended Budget	2022-22 Y-T-D Actual	2022-22 Projected Budget	2023-23 Requested	2023-23 Admin Adjustments	2023-23 Recommended	2023-23 Adopted Budget
Total Expenditure:		7,614.53	9,200.00	9,200.00	7,503.70	7,504.00	9,200.00	.00	9,200.00	.00
Sewer - Contribution Funding										
E 950-36-94000-900-000	Contribution to Equip Fund	.00	50,000.00	50,000.00	.00	50,000.00	50,000.00	.00	50,000.00	.00
Total Expenditure:		.00	50,000.00	50,000.00	.00	50,000.00	50,000.00	.00	50,000.00	.00
Capital Expenditures										
E 950-36-95000-814-000	Equipment Purchase	3,380.12	110,000.00	118,560.00	115,758.88	115,759.00	.00	.00	.00	.00
Budget notes:										
Leaf Vac replacement										
E 950-36-95000-821-000	Land or Land Improvements	.00	100,000.00	100,000.00	.00	.00	100,000.00	.00	100,000.00	.00
Budget notes:										
~2023 Carryover improvements to BHS, Roundtree, Ochsner Park detention basins										
E 950-36-95000-899-000	Contra-Capital Expenditure	3,380.12-	.00	.00	.00	.00	.00	.00	.00	.00
Total Expenditure:		.00	210,000.00	218,560.00	115,758.88	115,759.00	100,000.00	.00	100,000.00	.00
Stormwater Revenue Total:		708,587.92	771,438.00	779,998.00	504,670.28	670,159.00	671,334.00	.00	671,334.00	.00
Stormwater Expenditure Total:		481,158.89	704,613.00	713,173.00	341,431.08	538,841.00	592,383.00	864.00	593,247.00	.00
Stormwater Utility Revenue Total:		708,587.92	771,438.00	779,998.00	504,670.28	670,159.00	671,334.00	.00	671,334.00	.00
Stormwater Utility Expenditure Total:		481,158.89	704,613.00	713,173.00	341,431.08	538,841.00	592,383.00	864.00	593,247.00	.00
Net Total Stormwater Utility:		227,429.03	66,825.00	66,825.00	163,239.20	131,318.00	78,951.00	864.00-	78,087.00	.00

NBR - 15**RESOLUTION NO. 2022 -****Dated: November 22, 2022****The City of Baraboo, Wisconsin****Background:** The City has six (6) TIF Districts.**Fiscal Note: (check one)** ☐ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted****Comments:** See attached 2023 detailed line item budget for each TID.**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the following TIF Funds' budgets for 2023 be hereby approved:

TID #6 (Fund 360):	\$	848,925
TID #7 (Fund 370):	\$	388,347
TID #8 (Fund 380):	\$	672,201
TID #10 (Fund 310):	\$	1,566,705
TID #11 (Fund 311):	\$	3,257,989
TID #12 (Fund 312):	\$	1,518,114

Offered by: Finance/Personnel Committee**Approved by:** _____
Mayor**Motion:****Second:****Certified by:** _____
City Clerk

CITY OF BARABOO

2023 PRELIMINARY TID FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
TID #6									
Revenue	941,131.10	811,587.77	964,413.13	930,592.00	853,191.00	848,925.00	(4,266.00)		
Fund Balance Applied						17,017.00			
Expenditures	782,318.71	640,887.21	816,279.18	1,936,716.00	381,354.00	848,925.00	467,571.00		Donation to TIF #8
Surplus/(Deficit)	158,812.39	170,700.56	148,133.95	(1,006,124.00)	471,837.00	(17,017.00)	(471,837.00)		
Estimated Fund Balance	704,306.69	875,007.25	1,023,141.20	17,017.20	-	0.20			
TID #7									
Revenue	346,758.62	384,583.16	394,725.38	356,803.00	351,835.00	341,577.00	(10,258.00)		
Fund Balance Applied						-			
Expenditures	396,418.80	375,704.55	369,800.76	368,593.00	371,126.00	388,347.00	17,221.00		Debt payments
Surplus/(Deficit)	(49,660.18)	8,878.61	24,924.62	(11,790.00)	(19,291.00)	(46,770.00)	(27,479.00)		
Estimated Fund Balance	(342,535.44)	(333,656.83)	(308,732.21)	(320,522.21)	-	(367,292.21)			
TID #8									
Revenue	388,586.58	298,151.37	479,401.46	1,565,247.00	314,511.00	851,939.00	537,428.00		Donation from TIF #6
Fund Balance Applied						-			
Expenditures	323,624.37	308,215.22	469,337.61	1,565,247.00	314,511.00	672,201.00	357,690.00		Spruce Haven Developer payment
Surplus/(Deficit)	64,962.21	(10,063.85)	10,063.85	-	-	179,738.00	179,738.00		
Estimated Fund Balance	(481,365.15)	(491,429.00)	(481,365.15)	(481,365.15)	-	(301,627.15)			
TID #9									
Revenue	25.23	2,760.56	921.35	6,780.00	930.00	-	(930.00)		
Fund Balance Applied						-			
Expenditures	700.00	3,118.97	921.35	6,780.00	930.00	-	(930.00)		
Surplus/(Deficit)	(674.77)	(358.41)	-	-	-	-	-		
Estimated Fund Balance	358.41	-	-	-	-	-			
TID #10									
Revenue	-	-	-	1,073,815.00	969.00	1,553,441.00	1,552,472.00		
Fund Balance Applied						775,946.00			
Expenditures	-	14,674.18	14,812.49	315,353.00	1,030.00	1,566,705.00	1,565,675.00		Rapid River incentive \$90K, Oak Street overlook \$750K, Riverview park land acquisition \$650K, Debt service 55K
Surplus/(Deficit)	-	(14,674.18)	(14,812.49)	758,462.00	(61.00)	(789,210.00)	(13,203.00)		
Estimated Fund Balance	-	(14,674.18)	(29,486.67)	728,975.33	-	(60,234.67)			

CITY OF BARABOO

2023 PRELIMINARY TID FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
TID #11									
Revenue	-	-	-	16,173.00	15,956.00	3,307,991.00	3,292,035.00		
Fund Balance Applied						-			
Expenditures	-	14,707.18	904.49	56,370.00	1,030.00	3,257,989.00	3,256,959.00		Spirit Lake infrastructure
Surplus/(Deficit)	-	(14,707.18)	(904.49)	(40,197.00)	14,926.00	50,002.00	35,076.00		
Estimated Fund Balance	-	(14,707.18)	(15,611.67)	(55,808.67)	-	(5,806.67)			
TID #12									
Revenue	-	-	471,483.15	3,708,519.00	4,460,000.00	1,518,271.00	(2,941,729.00)		
Fund Balance Applied						-			
Expenditures	-	-	551,765.41	3,708,202.00	4,279,382.00	1,518,114.00	(2,761,268.00)		Greenfield estates Phase II infrastructure
Surplus/(Deficit)	-	-	(80,282.26)	317.00	180,618.00	157.00	(180,461.00)		
Estimated Fund Balance	-	-	(80,282.26)	(79,965.26)	-	(79,808.26)			
Total TID FUNDS									
Revenue	1,676,501.53	1,497,082.86	2,310,944.47	7,657,929.00	5,997,392.00	8,422,144.00	2,424,752.00		
Fund Balance Applied						792,963.00			
Expenditures	1,503,061.88	1,357,307.31	2,223,821.29	7,957,261.00	5,349,363.00	8,252,281.00	2,902,918.00		
Surplus/(Deficit)	173,439.65	139,775.55	87,123.18	(299,332.00)	648,029.00	(623,100.00)	(1,271,129.00)		
Estimated Fund Balance	(119,235.49)	20,540.06	107,663.24	(191,668.76)		(814,768.76)			

RESOLUTION NO. 2022 -**Dated: November 22, 2022****The City of Baraboo, Wisconsin**

Background: The City has a number of Funds that are funded by other sources of revenue. The funds listed here are outside the General Operating Funds.

Fiscal Note: (check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted

Comments: See attached 2023 budget detail for each Fund.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the following Funds' budgets for 2023 be hereby approved:

Taxi (Fund 230):	\$	675,654
Street Lighting (Fund 240)	\$	150,467
Park Impact/Development (Fund 250):	\$	235,000
Library Impact Fees (Fund 251):	\$	227,939
Police Impact Fees	\$	51,036
Fire Impact Fees	\$	375,100
Lead Service Grant	\$	0
Library Operating	\$	941,818
Disaster Aid (ARPA)	\$	121,470
Emergency Management	\$	0
Police Equipment	\$	13,200
PW Capital Equipment	\$	390,000
General GOV/IT Capital	\$	27,250
Parks/Rec Capital Equipment	\$	0
Park Amenities	\$	600,000
Capital Projects/ Roads	\$	817,967
Special Assessments	\$	75,000
Land Development	\$	50
Insurance	\$	351,161
Leased Vehicles	\$	219,269
UW Campus	\$	910,651
Alma Waite	\$	7,688
Kuenzi Estate	\$	0
Fire Benefit	\$	86,000
Library Segregated	\$	170,000
Library Building	\$	5,000
Park Segregated	\$	30,000
Oschner Park	\$	900

Offered by: Finance/Personnel Committee

Approved by: _____
Mayor

Motion:

Second:

Certified by: _____
City Clerk

CITY OF BARABOO

2023 PRELIMINARY SPECIAL REVENUE FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
CDBG									
Revenue	505,513.41	294,014.26	-	-	-	-	-		
Fund Balance Applied						-			
Expenditures	799,527.67	-	-	-	-	-	-		
Surplus/(Deficit)	(294,014.26)	294,014.26	-	-	-	-	-		
Estimated Fund Balance	(294,009.26)	5.00	5.00	5.00	-	5.00			
Taxi Grant									
Revenue	620,500.91	716,868.79	592,436.75	618,640.00	660,960.00	675,654.00	14,694.00		
Fund Balance Applied						-			
Expenditures	604,676.52	710,376.34	587,026.25	618,640.00	660,960.00	675,654.00	14,694.00		
Surplus/(Deficit)	15,824.39	6,492.45	5,410.50	-	-	-	-		
Estimated Fund Balance	17,334.26	23,826.71	29,237.21	29,237.21	-	29,237.21			
Streetlighting									
Revenue	-	169,529.86	149,311.61	159,088.00	166,282.00	165,817.00	(465.00)		
Fund Balance Applied						-			
Expenditures	-	147,624.01	134,073.64	163,875.00	150,932.00	150,467.00	(465.00)		
Surplus/(Deficit)	-	21,905.85	15,237.97	(4,787.00)	15,350.00	15,350.00	-		
Estimated Fund Balance	-	21,905.85	37,143.82	32,356.82	-	47,706.82			
Park Impact Fees									
Revenue	14,263.28	11,631.92	30,744.87	62,050.00	58,575.00	271,480.00	212,905.00		
Fund Balance Applied						-			
Expenditures	29,994.60	68,352.57	54,116.48	-	50,000.00	235,000.00	185,000.00		Deppe path 18K, Kerimani shelter/playground 150K, South side Park 62K
Surplus/(Deficit)	(15,731.32)	(56,720.65)	(23,371.61)	62,050.00	8,575.00	36,480.00	27,905.00		
Estimated Fund Balance	133,422.38	76,701.73	53,330.12	115,380.12	-	151,860.12			
Library Impact Fees									
Revenue	3,865.04	3,105.65	9,638.66	56,865.00	30,150.00	227,939.00	197,789.00		
Fund Balance Applied						49,389.00			
Expenditures	-	-	90,000.00	7,476.00	30,000.00	227,939.00	197,939.00		
Surplus/(Deficit)	3,865.04	3,105.65	(80,361.34)	49,389.00	150.00	(49,389.00)	(150.00)		
Estimated Fund Balance	83,069.97	86,175.62	5,814.28	55,203.28	-	5,814.28			
Public Safety Impact Fees - Police									
Revenue	16,786.16	13,235.23	22,239.03	132,205.00	93,605.00	414,950.00	321,345.00		
Fund Balance Applied						-			

CITY OF BARABOO

2023 PRELIMINARY SPECIAL REVENUE FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
Expenditures	49,615.00	-	164,000.54	51,036.00	51,036.00	51,036.00	-		
Surplus/(Deficit)	(32,828.84)	13,235.23	(141,761.51)	81,169.00	42,569.00	363,914.00	321,345.00		
Estimated Fund Balance	157,660.66	170,895.89	29,134.38	110,303.38	-	474,217.38			
Public Safety Impact Fees - Fire									
Revenue	-	-	184,398.80	119,190.00	84,690.00	375,100.00	290,410.00		
Fund Balance Applied						-			
Expenditures	-	-	-	178,800.00	-	375,100.00	375,100.00		
Surplus/(Deficit)	-	-	184,398.80	(59,610.00)	84,690.00	-	(84,690.00)		
Estimated Fund Balance	-	-	184,398.80	124,788.80	-	124,788.80			
Lead LSL Funds									
Revenue	78,525.94	84,091.96	94,254.25	162,500.00	-	-	-		No funding
Fund Balance Applied						-			
Expenditures	78,525.94	84,091.96	94,254.25	162,500.00	-	-	-		
Surplus/(Deficit)	-	-	-	-	-	-	-		
Estimated Fund Balance	-	-	-	-	-	-	-		
Library Operating									
Revenue	-	-	-	-	-	941,785.00	941,785.00		
Fund Balance Applied						20,000.00			
Expenditures	-	-	-	-	-	941,818.00	941,818.00		
Surplus/(Deficit)	-	-	-	-	-	(20,033.00)	(33.00)		
Estimated Fund Balance	-	-	-	-	-	(20,033.00)			
Disaster Aid									
Revenue	58,394.02	112,437.33	512,879.15	763,548.00	668,450.00	121,470.00	(546,980.00)		
Fund Balance Applied						121,470.00			
Expenditures	4,408.07	112,437.33	512,879.15	642,078.00	668,450.00	121,470.00	(546,980.00)		PPE for Fire/EMS 45K, Taxi \$76K
Surplus/(Deficit)	53,985.95	-	-	121,470.00	-	(121,470.00)	-		
Estimated Fund Balance	-	-	-	121,470.00	-	-			
Total Special Revenue Funds									
Revenue	1,297,848.76	1,404,915.00	1,595,903.12	2,074,086.00	1,762,712.00	3,194,195.00	1,431,483.00		
Fund Balance Applied						190,859.00			
Expenditures	1,566,747.80	1,122,882.21	1,636,350.31	1,824,405.00	1,611,378.00	2,778,484.00	1,167,106.00		
Surplus/(Deficit)	(268,899.04)	282,032.79	(40,447.19)	249,681.00	151,334.00	224,852.00	73,518.00		
Estimated Fund Balance	97,478.01	379,510.80	339,063.61	588,744.61	-	813,596.61			

CITY OF BARABOO

2023 PRELIMINARY CAPITAL FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
Emergency Management									
Revenue	2,779.87	4,801.04	58.92	5,050.00	5,050.00	5,000.00	(50.00)		
Fund Balance Applied						-			
Expenditures	-	-	-	-	-	-	-		
Surplus/(Deficit)	2,779.87	4,801.04	58.92	5,050.00	5,050.00	5,000.00	(50.00)		
Estimated Fund Balance	21,778.64	26,579.68	26,638.60	31,688.60	-	36,688.60			
POLICE EQUIPMENT									
Revenue	-	-	14,488.39	116,657.00	121,500.00	14,700.00	(106,800.00)		
Fund Balance Applied						-			
Expenditures	-	-	-	91,172.00	121,500.00	13,200.00	(108,300.00)		(2) Mobile video systems
Park Impact/Development	-	-	14,488.39	25,485.00	-	1,500.00	1,500.00		
Estimated Fund Balance	-	-	14,488.39	39,973.39	-	41,473.39			
PW Capital Equipment									
Revenue	-	-	483,437.46	334,900.00	232,000.00	390,000.00	158,000.00		Sale of two plow trucks 40K, Trade Loader 60K
Fund Balance Applied						52,000.00			
Expenditures	-	-	114,996.50	240,800.00	228,000.00	390,000.00	162,000.00		Loader \$200K w/ Blade 20K, Hook lift truck \$170K
Surplus/(Deficit)	-	-	368,440.96	94,100.00	4,000.00	(52,000.00)	(4,000.00)		
Estimated Fund Balance	-	-	368,440.96	462,540.96	-	410,540.96			
GENERAL GOV/IT Capital									
Revenue	-	-	31,532.93	12,088.00	43,500.00	30,000.00	(13,500.00)		
Fund Balance Applied						-			
Expenditures	-	-	-	39,800.00	43,500.00	27,250.00	(16,250.00)		City Hall switches \$18K, Network server \$12K
Surplus/(Deficit)	-	-	31,532.93	(27,712.00)	-	2,750.00	2,750.00		
Estimated Fund Balance	-	-	31,532.93	3,820.93	-	6,570.93			
PARKS/RECREATION Capital Equipment									
Revenue	-	-	23,491.82	14,022.00	16,500.00	10,000.00	(6,500.00)		
Fund Balance Applied						-			
Expenditures	-	-	12,591.00	15,350.00	16,500.00	-	(16,500.00)		
Surplus/(Deficit)	-	-	10,900.82	(1,328.00)	-	10,000.00	10,000.00		
Estimated Fund Balance	-	-	10,900.82	9,572.82	-	19,572.82			

CITY OF BARABOO

2023 PRELIMINARY CAPITAL FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
PARK AMENITIES									
Revenue	-	-	-	152,609.00	280,500.00	704,500.00	424,000.00		
Fund Balance Applied						-			
Expenditures	-	-	-	133,000.00	280,500.00	600,000.00	319,500.00		Splashpad (Donations/Grant)
Surplus/(Deficit)	-	-	-	19,609.00	-	104,500.00	104,500.00		
Estimated Fund Balance	-	-	-	19,609.00	-	124,109.00			
Capital Projects / Roads									
Revenue	816,271.44	3,843,721.22	397,242.26	1,913,795.00	1,378,628.00	817,967.00	(560,661.00)		
Fund Balance Applied						798,467.00			
Expenditures	2,085,915.82	2,948,260.55	1,185,269.20	2,262,214.00	1,378,628.00	817,967.00	(560,661.00)		Hwy 33 \$72K, Street Reconstruction
Surplus/(Deficit)	(1,269,644.38)	895,460.67	(788,026.94)	(348,419.00)	-	(798,467.00)	-		
Estimated Fund Balance	1,192,287.62	2,087,748.29	1,299,721.35	951,302.35	-	152,835.35			
SPECIAL ASSESSMENTS									
Revenue	156,728.71	42,439.13	58,222.95	63,837.00	102,400.00	75,000.00	(27,400.00)		
Fund Balance Applied						10,030.00			
Expenditures	189,181.51	27,977.31	30,596.74	68,868.00	102,400.00	75,000.00	(27,400.00)		Sidewalk project to be named
Surplus/(Deficit)	(32,452.80)	14,461.82	27,626.21	(5,031.00)	-	(10,030.00)	-		
Estimated Fund Balance	54,513.01	68,974.83	96,601.04	91,570.04	-	81,540.04			
URBAN DEVELOPMENT									
Revenue	4,158.00	18,867.00	2,308.93	523.00	-	491.00	491.00		
Fund Balance Applied						-			
Expenditures	-	-	-	-	-	-	-		
Surplus/(Deficit)	4,158.00	18,867.00	2,308.93	523.00	-	491.00	491.00		
Estimated Fund Balance	(54,892.09)	(36,025.09)	(33,716.16)	(33,193.16)	-	(32,702.16)			
LAND DEVELOPMENT									
Revenue	9,698.63	19,581.54	19,806.81	201.00	150.00	200.00	50.00		
Fund Balance Applied						-			
Expenditures	49.24	241.24	10,202.24	4,601.00	50.00	50.00	-		
Surplus/(Deficit)	9,649.39	19,340.30	9,604.57	(4,400.00)	100.00	150.00	50.00		
Estimated Fund Balance	68,855.99	88,196.29	97,800.86	93,400.86	-	93,550.86			

CITY OF BARABOO

2023 PRELIMINARY CAPITAL FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
CAPITAL EQUIPMENT FUND									
Revenue	181,995.43	161,080.21	1,036.06	-	-	-	-		
Fund Balance Applied						-			
Expenditures	263,058.50	3,456.00	411,831.87	-	-	-	-		
Surplus/(Deficit)	(81,063.07)	157,624.21	(410,795.81)	-	-	-	-		
Estimated Fund Balance	452,644.79	610,269.00	199,473.19	199,473.19	-	199,473.19			
Total CAPITAL FUNDS									
Revenue	1,171,632.08	4,090,490.14	1,031,626.53	2,613,682.00	2,180,228.00	2,047,858.00	(132,370.00)		
Fund Balance Applied	-	-	-	-	-	860,497.00			
Expenditures	2,538,205.07	2,979,935.10	1,765,487.55	2,855,805.00	2,171,078.00	1,923,467.00	(247,611.00)		
Surplus/(Deficit)	(1,366,572.99)	1,110,555.04	(733,861.02)	(242,123.00)	9,150.00	(736,106.00)	115,241.00		
Estimated Fund Balance	1,735,187.96	2,845,743.00	2,111,881.98	1,869,758.98	-	1,133,652.98			

CITY OF BARABOO

2023 PRELIMINARY INTERNAL SERVICE FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
INSURANCE									
Revenue	102,987.93	93,963.83	115,011.86	153,526.00	108,450.00	351,161.00	242,711.00		
Fund Balance Applied						-			
Expenditures	83,223.40	99,935.59	61,537.10	131,322.31	108,450.00	351,161.00	242,711.00		All insurance in this fund
Surplus/(Deficit)	19,764.53	(5,971.76)	53,474.76	22,203.69	-	-	-		
Estimated Fund Balance	391,223.63	385,251.87	438,726.63	460,930.32	-	460,930.32			
UNFUNDED PENSION									
Revenue	76,815.65	75,151.67	75,812.45	50,274.00	51,528.00	-	(51,528.00)		
Fund Balance Applied						-			
Expenditures	8,197.44	5,504.51	3,345.78	1,008.00	1,800.00	-	(1,800.00)		
Surplus/(Deficit)	68,618.21	69,647.16	72,466.67	49,266.00	49,728.00	-	(49,728.00)		
Estimated Fund Balance	(191,379.99)	(121,732.83)	(49,266.16)	(0.16)	-	(0.16)			
LEASED VEHICLES									
Revenue	-	-	-	-	-	254,500.00	254,500.00		Levy, Sale of vehicles
Fund Balance Applied						-			
Expenditures	-	-	-	-	-	219,269.00	219,269.00		5 patrol, 8 park vehicles, 9 PW trucks
Surplus/(Deficit)	-	-	-	-	-	35,231.00	35,231.00		
Estimated Fund Balance	-	-	-	-	-	35,231.00			
Total INTERNAL SERVICE FUNDS									
Revenue	179,803.58	169,115.50	190,824.31	203,800.00	159,978.00	605,661.00	445,683.00		
Fund Balance Applied						-			
Expenditures	91,420.84	105,440.10	64,882.88	132,330.31	110,250.00	570,430.00	460,180.00		
Surplus/(Deficit)	88,382.74	63,675.40	125,941.43	71,469.69	49,728.00	35,231.00	(14,497.00)		
Estimated Fund Balance	199,843.64	263,519.04	389,460.47	460,930.16	-	496,161.16			

Caselle

Caselle

CITY OF BARABOO

2023 PRELIMINARY FIDUCIARY FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
UW CAMPUS									
Revenue	208,651.72	159,402.51	155,680.51	110,551.00	910,651.00	910,651.00	-		
Fund Balance Applied						-			
Expenditures	191,339.22	181,845.06	194,627.17	134,950.00	910,651.00	910,651.00	-		Theatre renovations \$800K
Surplus/(Deficit)	17,312.50	(22,442.55)	(38,946.66)	(24,399.00)	-	-	-		
Estimated Fund Balance	244,600.73	222,158.18	183,211.52	158,812.52	-	158,812.52			
ALMA WAITE									
Revenue	27,232.86	25,906.18	7,195.52	12,900.00	12,696.00	18,750.00	6,054.00		
Fund Balance Applied						-			
Expenditures	22,069.00	9,000.00	5,706.00	15,989.00	12,696.00	7,688.00	(5,008.00)		Baraboo Childrens Museum \$1500, Concerts on the Square \$1500, Permanent fund contribution
Surplus/(Deficit)	5,163.86	16,906.18	1,489.52	(3,089.00)	-	11,062.00	11,062.00		
Estimated Fund Balance	1,181,272.85	1,198,179.03	1,199,668.55	1,196,579.55	-	1,207,641.55			
KUENZI ESTATE									
Revenue	581.16	506.95	221.74	100.00	5,000.00	-	(5,000.00)		
Fund Balance Applied						-			
Expenditures	590.00	4,585.00	1,010.00	-	5,000.00	-	(5,000.00)		
Park Impact/Development	(8.84)	(4,078.05)	(788.26)	100.00	-	-	-		
Estimated Fund Balance	33,011.62	28,933.57	28,145.31	28,245.31	-	28,245.31			
FIRE BENEFIT									
Revenue	18,614.48	19,532.95	18,401.49	27,000.00	18,500.00	86,000.00	67,500.00		
Fund Balance Applied						66,000.00			
Expenditures	28,064.20	5,905.23	45,228.65	49,500.00	18,500.00	86,000.00	67,500.00		Payout benenfit to close fund
Surplus/(Deficit)	(9,449.72)	13,627.72	(26,827.16)	(22,500.00)	-	(66,000.00)	-		
Estimated Fund Balance	101,703.09	115,330.81	88,503.65	66,003.65	-	3.65			
LIBRARY SEGREGATED									
Revenue	2,937,817.65	683,133.61	457,311.64	12,000.00	190,000.00	170,000.00	(20,000.00)		
Fund Balance Applied						144,000.00			
Expenditures	14,070.09	7,078.46	3,522,799.78	2,006,124.00	190,000.00	170,000.00	(20,000.00)		New building
Surplus/(Deficit)	2,923,747.56	676,055.15	(3,065,488.14)	(1,994,124.00)	-	(144,000.00)	-		
Estimated Fund Balance	4,646,005.17	5,322,060.32	2,256,572.18	262,448.18	-	118,448.18			

CITY OF BARABOO
2023 PRELIMINARY FIDUCIARY FUNDS BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
LIBRARY BUILDING									
Revenue	112,424.38	95,495.08	3,695,118.78	3,392.00	3,045.00	5,050.00	2,005.00		
Fund Balance Applied						-			
Expenditures	193,624.12	341,226.77	205,199.96	116,081.00	3,045.00	5,000.00	1,955.00		
Surplus/(Deficit)	(81,199.74)	(245,731.69)	3,489,918.82	(112,689.00)	-	50.00	50.00		
Estimated Fund Balance	854,654.43	608,922.74	4,098,841.56	3,986,152.56	-	3,986,202.56			
PARK SEGREGATED									
Revenue	53,067.88	64,380.03	67,340.84	85,294.00	67,800.00	35,275.00	(32,525.00)		
Fund Balance Applied						-			
Expenditures	60,181.08	118,162.80	28,832.45	84,971.00	67,800.00	30,000.00	(37,800.00)		
Surplus/(Deficit)	(7,113.20)	(53,782.77)	38,508.39	323.00	-	5,275.00	5,275.00		
Estimated Fund Balance	117,202.61	63,419.84	101,928.23	102,251.23	-	107,526.23			
OSCHNER PARK									
Revenue	75.80	52.88	25.60	22.00	1,000.00	900.00	(100.00)		
Fund Balance Applied						900.00			
Expenditures	6,453.96	3,320.23	850.75	948.00	1,000.00	900.00	(100.00)		
Surplus/(Deficit)	(6,378.16)	(3,267.35)	(825.15)	(926.00)	-	(900.00)	-		
Estimated Fund Balance	11,833.21	8,565.86	7,740.71	6,814.71	-	5,914.71			
Total FIDUCIARY FUNDS									
Revenue	3,358,390.13	1,048,357.31	4,401,270.52	251,237.00	1,208,692.00	1,226,626.00	17,934.00		
Fund Balance Applied						210,900.00			
Expenditures	516,391.67	671,123.55	4,004,254.76	2,408,563.00	1,208,692.00	1,210,239.00	1,547.00		
Surplus/(Deficit)	2,841,998.46	377,233.76	397,015.76	(2,157,326.00)	-	(194,513.00)	16,387.00		
Estimated Fund Balance	7,190,283.71	7,567,570.35	7,964,611.71	5,807,307.71	-	5,612,794.71			

Dog agility equipment \$10K, Maxwell
Potter Nature Trails \$12K, Riverwalk
benches \$8K

RESOLUTION NO. 2022 -**Dated: November 22, 2022****The City of Baraboo, Wisconsin**

Background: Pursuant to §3.04 of the Baraboo Municipal Code, and in accordance with §65.90 of the Wisconsin State Statutes, the City of Baraboo's 2023 Budget in the amount of \$15,405,141.00 is hereby presented to the Common Council for adoption.

Fiscal Note: (check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, the proposed 2023 Budget Document appropriates out of the receipts of the City of Baraboo for the year 2023, including monies received from the general property tax levy, to the various Funds shown below, the following amounts:

General Fund (Fund 100):	\$11,433,545
Library Fund	\$ 558,083
Police Capital Fund	\$ 14,700
Public Works Capital Fund	\$ 238,000
General/IT Capital Fund	\$ 30,000
Parks Capital Equipment Fund	\$ 10,000
Parks Amenities Fund	\$ 104,500
Leased Vehicle Fund	\$ 84,000
Insurance Fund	\$ 216,120
Debt Service	\$ 2,716,193

Total of General Operating Funds \$15,405,141.00

BE IT FURTHER RESOLVED THAT THE Common Council of the City of Baraboo hereby approves and accepts the 2023 Budget in the amount of \$ 15,405,141.00 dollars, and;

BE IT FURTHER RESOLVED that there is hereby levied a tax of \$9,073,020.00 on all taxable property within the City of Baraboo as returned by the assessor in the 2022 assessment roll for the uses, and purposes set forth in the 2023 budget. A detail of the levy by Fund follows:

General Fund (Fund 100):	\$5,101,424
Library Fund	\$ 558,083
Police Capital Fund	\$ 14,700
Public Works Capital Fund	\$ 238,000
General/IT Capital Fund	\$ 30,000
Parks Capital Equipment Fund	\$ 10,000
Parks Amenities Fund	\$ 104,500
Leased Vehicle Fund	\$ 84,000
Insurance Fund	\$ 216,120
Debt Service	\$ 2,716,193

Total Levy \$9,073,020.00

Offered by: Finance/Personnel Committee

Approved by: _____
Mayor

Motion:

Second:

Certified by: _____
City Clerk

CITY OF BARABOO

2023 PRELIMINARY GENERAL FUND BUDGET DRAFT

	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
GENERAL OPERATION REVENUE	13,616,148.07	13,955,571.75	14,328,975.04	14,268,935.56	15,327,146.00	15,405,141.00	77,995.00		
General TAX LEVY	6,915,185.74	6,976,687.18	7,049,192.88	7,125,081.00	7,125,081.00	5,101,424.00	(2,023,657.00)		
Library TAX LEVY	-	-	-	-	-	558,083.00	558,083.00		See Library Expense Line
Police Capital TAX LEVY	-	-	-	-	-	14,700.00	14,700.00		
Public Works Capital TAX LEVY	-	-	-	-	-	238,000.00	238,000.00		
General/ IT Capital TAX LEVY	-	-	-	-	-	30,000.00	30,000.00		
Parks Capital Equipment TAX LEVY	-	-	-	-	-	10,000.00	10,000.00		
Parks Amenities TAX LEVY	-	-	-	-	-	104,500.00	104,500.00		
General Gov Capital Projects TAX LEVY	150,050.00	72,200.00	72,200.00	-	-	-	-		
Leased Vehicle TAX LEVY	-	-	-	-	-	84,000.00	84,000.00		
Insurance TAX LEVY	-	-	-	-	-	216,120.00	216,120.00		Moved to Insurance Fund
OPERATING TAX LEVY	7,065,235.74	7,048,887.18	7,121,392.88	7,125,081.00	7,125,081.00	6,356,827.00	(768,254.00)	-10.8%	
Debt Service TAX LEVY	1,438,225.00	1,740,437.00	1,849,078.00	1,874,820.00	1,874,820.00	2,716,193.00	841,373.00	44.9%	
Total TAX LEVY	8,503,460.74	8,789,324.18	8,970,470.88	8,999,901.00	8,999,901.00	9,073,020.00	73,119.00	0.8%	
Other Taxes	489,410.65	512,574.07	506,570.61	486,664.27	518,106.00	539,660.00	21,554.00	4.2%	
Special Assessments	-	-	-	-	-	-	-		
Intergovernmental Revenue	3,208,858.98	3,378,509.69	3,204,238.43	3,239,943.00	3,240,471.00	2,881,315.00	(359,156.00)	-11.1%	Remove Library SCLS & Fire protection aid
Licenses and Permits	287,885.15	284,624.28	316,834.14	288,069.29	269,808.00	382,944.00	113,136.00	41.9%	Increase Building Permits
Fines, Forfeits & Penalties	93,627.99	96,701.11	114,326.39	130,125.00	90,100.00	109,100.00	19,000.00	21.1%	
Public Charges for Services	216,701.81	249,176.98	426,294.81	415,207.00	447,345.00	400,494.00	(46,851.00)	-10.5%	
Intergovernmental Charge for Service	273,512.88	292,409.75	259,435.45	272,805.00	274,869.00	228,653.00	(46,216.00)	-16.8%	Remove Fire Service agreement, Add School District
Miscellaneous Revenue	393,125.87	314,157.28	296,420.09	236,225.00	174,319.00	269,666.00	95,347.00	54.7%	Increase Interest Earnings
New Debt Proceeds	-	-	-	-	400,000.00	400,000.00	-	0.0%	UW Campus renovation
Other Financing Sources	149,564.00	38,094.41	234,384.24	187,000.00	187,000.00	510,000.00	323,000.00	172.7%	City Hall lease proceeds
Fund Balance Applied	-	-	-	12,996.00	725,227.00	610,289.00	(114,938.00)	-15.8%	Carry forward \$50K Master Plan, \$20K Employee separation, Applied Fund Balance \$530,051
Total Other General Revenue	5,112,687.33	5,166,247.57	5,358,504.16	5,269,034.56	6,327,245.00	6,332,121.00	4,876.00	0.1%	
Fund 100	12,027,873.07	12,142,934.75	12,407,697.04	12,394,115.56	13,452,326.00	11,433,545.00	(2,018,781.00)	-15.0%	
Other Funds	1,588,275.00	1,812,637.00	1,921,278.00	1,874,820.00	1,874,820.00	3,971,596.00	2,096,776.00	111.8%	
Grand Total Revenue	13,616,148.07	13,955,571.75	14,328,975.04	14,268,935.56	15,327,146.00	15,405,141.00	77,995.00	0.5%	

CITY OF BARABOO									
2023 PRELIMINARY GENERAL FUND BUDGET DRAFT									
	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
GENERAL OPERATION EXPENSES									
General Government	1,537,878.60	1,473,559.22	1,490,492.35	1,704,224.08	1,681,286.00	2,101,787.00	420,501.00	25.0%	
Council, Mayor & IT	127,480.15	101,909.05	147,334.54	121,492.00	115,092.00	138,029.00	22,937.00	19.9%	Add e-Scribe \$15K
Clerk & Finance	648,488.42	706,210.72	703,868.66	676,306.18	680,205.00	684,793.00	4,588.00	0.7%	
Attorney	123,632.98	136,435.13	61,841.62	78,937.00	113,825.00	98,953.00	(14,872.00)	-13.1%	
Administration	283,356.81	254,141.90	259,841.79	264,682.00	252,710.00	253,953.00	1,243.00	0.5%	
City Buildings	272,317.24	241,127.42	244,217.74	490,131.90	474,406.00	709,939.00	235,533.00	49.6%	Includes Building Capital Lease \$510K; Less Fire Station \$30K; Less Salt Shed \$50K to Capital Fund
Insurance	82,603.00	33,735.00	73,388.00	72,675.00	45,048.00	216,120.00	171,072.00	379.8%	Insurance Fund expenses
Public Safety	4,958,832.49	5,259,277.12	5,387,910.55	5,334,686.50	5,419,371.00	5,211,964.00	(207,407.00)	-3.8%	
Police	3,701,338.93	3,769,708.13	3,961,887.87	3,872,207.00	3,920,731.00	3,835,412.00	(85,319.00)	-2.2%	2 positions down +4% cola, insurance moved to fund, add LEA grant
Fire Protection	609,556.93	736,111.62	689,759.70	702,278.00	738,183.00	550,704.00	(187,479.00)	-25.4%	Fire Service assessment only
Hydrant Rental	289,307.00	289,307.00	289,307.00	289,307.00	289,307.00	289,307.00	-	0.0%	Hydrant rental
Ambulance	288,408.00	360,690.00	360,240.00	376,680.00	376,680.00	418,247.00	41,567.00	11.0%	4% increase, Capital request \$70K still wanted
Building Inspection	65,258.26	96,350.83	83,577.26	86,485.50	86,741.00	110,058.00	23,317.00	26.9%	Inspector increase from 75% to 100%
Emergency Management	4,963.37	7,109.54	3,138.72	7,729.00	7,729.00	8,236.00	507.00	6.6%	Sirens & Commission Per Diem
Highway & Streets	2,692,621.86	2,346,168.18	2,659,598.10	2,313,502.15	2,595,617.00	2,293,738.00	(301,879.00)	-11.6%	
Engineering	179,891.11	182,495.81	193,686.21	125,985.15	206,627.00	131,606.00	(75,021.00)	-36.3%	Reduced by 1 position
Public Works	1,955,323.53	1,572,717.63	1,870,884.25	1,641,425.00	1,773,828.00	1,572,027.00	(201,801.00)	-11.4%	Multiple budget cuts + insurance moved to Fund
Airport & Taxi	44,342.00	44,897.00	45,000.00	40,000.00	40,000.00	5,000.00	(35,000.00)	-87.5%	Airport gone \$40K, only Taxi Van
Sanitation	513,065.22	546,057.74	550,027.64	506,092.00	575,162.00	585,105.00	9,943.00	1.7%	
Health	29,878.34	29,783.67	30,560.61	30,400.00	32,600.00	32,500.00	(100.00)	-0.3%	
Animal Control	878.34	783.67	1,560.61	1,400.00	3,600.00	3,500.00	(100.00)	-2.8%	
Cemetery	29,000.00	29,000.00	29,000.00	29,000.00	29,000.00	29,000.00	-	0.0%	
Culture, Education, Leisure Activities	2,399,227.46	2,371,661.96	2,373,204.56	2,364,490.00	2,863,069.00	2,311,855.00	(551,214.00)	-19.3%	
Library	943,831.06	933,657.34	913,129.77	944,318.00	996,897.00	558,083.00	(438,814.00)	-44.0%	New Fund for Library, Only City contribution
Civic Center & Parks	837,863.36	913,789.53	905,165.32	858,244.00	867,315.00	794,871.00	(72,444.00)	-8.4%	
Zoo	235,080.39	247,481.92	232,177.17	219,564.00	236,667.00	218,828.00	(17,839.00)	-7.5%	
Recreation Programs and Events	178,547.27	174,477.49	146,400.73	165,965.00	190,519.00	162,260.00	(28,259.00)	-14.8%	Remove Cable TV \$25K
Pool	101,405.38	42,255.68	116,331.57	121,399.00	116,671.00	122,813.00	6,142.00	5.3%	
UW Campus	102,500.00	60,000.00	60,000.00	55,000.00	455,000.00	455,000.00	-	0.0%	UW w/Theatre capital requested

CITY OF BARABOO									
2023 PRELIMINARY GENERAL FUND BUDGET DRAFT									
	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2022	12/31/2023	Increase (Decrease)	%	Explanations
	Actual	Actual	Actual	Projected	Budget	Budget			
Conservation & Development	172,606.63	205,544.04	173,626.05	215,473.00	218,929.00	196,724.00	(22,205.00)	-10.1%	
Forestry	99,645.72	125,549.16	114,752.75	106,880.00	106,245.00	101,101.00	(5,144.00)	-4.8%	
Planning & Zoning	3,227.41	2,264.81	2,702.72	63,709.00	65,917.00	66,017.00	100.00	0.2%	
Economic Development	69,733.50	77,730.07	56,170.58	44,884.00	46,767.00	29,606.00	(17,161.00)	-36.7%	Charge time to TIFs
Capital Outlay	111,722.23	63,842.95	32,930.42	17,142.20	39,050.00	59,180.00	20,130.00	51.5%	
New Streets & Sidewalk	111,722.23	63,842.95	32,930.42	17,142.20	39,050.00	59,180.00	20,130.00	51.5%	Engineering Contracted service
Other Financing Uses	300,000.00	126,714.24	101,500.00	577,404.00	602,404.00	-	(602,404.00)		
Contingency	-	-	-	-	25,000.00	-	(25,000.00)		Cut Merit pool
Transfer to Capital Funds	300,000.00	125,400.00	101,500.00	577,404.00	577,404.00	-	(577,404.00)		Fire moved to 52200, Others to their own funds
Transfer to Other Funds	-	1,009.87	-	-	-	-	-		
		126,409.87							
Police Capital Equipment	-	-	-	-	-	14,700.00	14,700.00		
Public Works Capital Equipment	-	-	-	-	-	238,000.00	238,000.00		Includes Salt Shed
General/IT Capital Equipment	-	-	-	-	-	30,000.00	30,000.00		
Parks Capital Equipment	-	-	-	-	-	10,000.00	10,000.00		
Parks Amenities Capital	-	-	-	-	-	104,500.00	104,500.00		
Leased Vehicle	-	-	-	-	-	84,000.00	84,000.00		
TOTAL CAPITAL	-	-	-	-	-	481,200.00	481,200.00		
Debt Service	1,588,275.00	1,812,637.00	1,921,278.00	1,874,820.00	1,874,820.00	2,716,193.00	841,373.00	44.9%	
TOTAL EXPENSES	13,791,042.61	13,689,188.38	14,171,100.64	14,432,141.93	15,327,146.00	15,405,141.00	77,995.00	0.5%	
SURPLUS / (DEFICIT)	(174,894.54)	266,383.37	157,874.40	(163,206.37)	-	-	-		
FUND BALANCE APPLIED & CARRIED FORWARD						610,289.00			
ESTIMATED FUND BALANCE	4,247,692.86	4,395,512.34	4,553,386.74	4,540,390.74		3,930,101.74			
FUND BALANCE MANAGEMENT				15%	2,299,071.90	2,310,771.15			
				20%	3,065,429.20	3,081,028.20			
				25%	3,608,035.48	3,851,285.25			
				Above 25%	932,355.26	78,816.49			

CITY OF BARABOO

PRELIMINARY Tax Rate Calculation Worksheet

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<u>Equalized Values</u>	2018 taxes payable 2019	2019 taxes payable 2020	2020 taxes payable 2021	2021 taxes payable 2022	2022 taxes payable 2023	Change	% Change
Residential	568,526,200	575,782,100	623,617,500	664,887,100	796,347,200	131,460,100	16.51%
Commercial	238,147,400	245,805,600	248,531,300	269,040,800	298,291,300	29,250,500	9.81%
Manufacturing	35,152,900	35,281,600	39,200,700	40,511,900	41,818,200	1,306,300	3.12%
Personal Property	17,496,100	7,609,600	21,451,300	13,865,800	17,380,900	3,515,100	20.22%
Agricultural	226,300	225,400	285,000	295,700	315,500	19,800	6.28%
Ag Forest	204,300	204,300	209,000	213,800	218,200	4,400	2.02%
Other	531,000	594,000	673,000	691,700	459,700	(232,000)	-50.47%
Undeveloped land	22,500	21,500	25,300	126,000	126,000	-	0.00%
Productive Forest Land	-	-	-	-	-	-	-
Total Equalized Value TID IN	860,306,700	865,524,100	933,993,100	989,632,800	1,154,957,000	165,324,200	14.31%
Total TID Increment Equalized Value	44,977,700	40,210,700	47,926,200	50,315,300	63,067,600	12,752,300	20.22%
Total Equalized Value (Less TID)	815,329,000	825,313,400	886,066,900	939,317,500	1,091,889,400	152,571,900	13.97%
General Levy	5,996,514	5,529,630	5,632,765	5,821,308	5,101,424	(719,884)	-14.11%
Library Levy	626,050	620,542	604,837	604,836	558,083	(46,753)	-8.38%
Police Capital Levy	129,100	105,500	120,600	105,500	14,700	(90,800)	-617.69%
Public Works Capital Levy	210,009	311,718	280,000	238,000	238,000	-	0.00%
General/IT Capital Levy	16,810	62,058	11,302	12,000	30,000	18,000	60.00%
Parks Capital Equipment Levy	68,500	35,000	22,000	10,000	10,000	-	0.00%
Parks Amenities Levy	120,400	63,500	82,500	104,500	104,500	-	0.00%
General Government Capital Levy	150,050	72,200	72,200	0	0	-	0.00%
Leased Vehicles Levy	0	0	0	0	84,000	84,000	100.00%
Insurance Levy	223,803	248,739	222,989	228,937	216,120	(12,817)	-5.93%
Debt Service Levy	1,438,225	1,740,437	1,849,078	1,874,820	2,716,193	841,373	30.98%
General Property Tax Levy (City)	8,979,461	8,789,324	8,898,271	8,999,901	9,073,020	73,119	0.81%
Equalized Value Less TID	815,329,000	825,313,400	886,066,900	939,317,500	1,091,889,400		
Interim Rate	0.011013297	0.010649681	0.010042437	0.009581319	0.008309468		
Total Equalized Value	860,306,700	865,524,100	933,993,100	989,632,800	1,154,957,000		
Interim Rate	0.011013297	0.010649681	0.010042437	0.009581319	0.008309468		
Total Amount to be Levied	9,474,814	9,217,555	9,379,567	9,481,988	9,597,078		
Total City Assessed Value	809,581,700	813,835,100	818,725,750	983,775,700	992,366,600		
Total Amount to be Levied	9,474,814	9,217,555	9,379,567	9,481,988	9,597,078		
City of Baraboo Tax Rate	11.703344	11.32607	11.45630	9.63836	9.67090	0.033	0.34%
City Tax Cost for every \$100,000 in value	\$ 1,170.33	\$ 1,132.61	\$ 1,145.63	\$ 963.84	\$ 967.09	\$ 3.25	0.34%

The City of Baraboo, Wisconsin

Background: The City Council approved a Development Agreement with KMD Development LLC at their July 12th meeting for this proposed development and there was a lot of public comment about this project citing concerns primarily related to traffic, storm water runoff, and the proximity of the walking path to the neighboring property lines.

Although the developers could attempt to rezone the property to an R-3 Three- and Four-Family Residential zoning classification that allows single-family dwellings, two-family dwellings, three-unit multifamily residential and four-unit multifamily residential buildings as permitted uses and subdivide the property in accordance with the provisions of the City's Subdivision and Platting ordinance. That ordinance also regulates condominium developments the same as subdivisions. As part of the staff review of this proposed project, the owners expressed a strong preference to follow the planned unit development process and have the property zoned with a Planned Development Zoning Overlay. This approach actually gives the City a higher degree of control compared to the alternative.

The developer decided to proceed with a PUD Overlay Zoning request and the Plan Commission reviewed a Conceptual Plan for this project at their July meeting. Several neighbors of this proposed development express concern about storm water management, the proximity of the proposed walking path to their property boundaries, and the increased traffic and its effect on the intersection of Waldo and South Blvd. The Plan Commission offered generally positive non-binding and informal feedback to the developer and encourage them to take the public comments into account.

The developers submitted a General Development Plan (GDP) and a draft Specific Implementation Plan (SIP) for the first phase of their proposed development for the Plan Commission's review at their September meeting. The GDP describes the proposed development of the entire 18.4-acre site that is located on the east side of Waldo Street between Hager Street and Parkside Avenue. The existing zoning classification is A-1 Agricultural Transition. The owners intend to develop an 85-unit condominium development on this property using a mixture of 2-unit and 3-unit buildings, with an interior network of private roadways. The developer intends to install the sanitary sewer, water main, and storm sewer to the City's standard specifications with an expectation to dedicate these utilities to the City for their future maintenance and operation.

As part of the PUD process, the Developer's GDP was favorably reviewed by the Plan Commission at their September 20th meeting and forwarded to the Council for a public hearing with a unanimous recommendation to approve the PUD Overlay Zoning and the GDP. The Council approved the Ordinance for the PUD zoning and GDP at their meeting on November 8th meeting.

The SIP for Phase 1 of the Baraboo Bluffs Condominium was reviewed by the Plan Commission at their November 15th meeting and forwarded it to the Council for a public hearing with a unanimous recommendation to approve the SIP.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO
ORDAIN AS FOLLOWS:

1. Section 17.18(4)(d), Code of Ordinances, is amended as follows:

**17.18 ESTABLISHMENT OF DISTRICTS AND INCORPORATION OF
ZONING DISTRICT MAP**

(d) Planned Unit Development. The following Planned Unit Development is approved and incorporated into the zoning map: 2022-05.

2. The attached Phase 1 Specific Implementation Plan for Baraboo Bluffs Condominium, Phase 1 is approved as part of Planned Unit Development 2022-05.

This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the _____ day of _____, _____ and is recorded on page ____ of volume ____.

City Clerk: _____

SPECIFIC IMPLEMENTATION PLAN FOR BARABOO BLUFFS CONDOMINIUM, PHASE 1, A SIX BUILDING, 15-UNIT DEVELOPMENT PROJECT ON A 3.48-ACRE SITE ON THE EAST SIDE OF WALDO STREET BETWEEN PARKSIDE AVENUE AND HAGER STREET, IN THE SE ¼ OF THE SW ¼ AND THE SW ¼ OF THE SE ¼ OF SECTION 2, T11N, R6E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN FOR KMD DEVELOPMENT LLC

KMD DEVELOPMENT LLC is requesting that a part of their vacant 18.4 acres of property on the east side of Waldo Street between Parkside Avenue and Hager Street be zoned as a Planned Unit Development (PUD) under the City of Baraboo's Zoning Code upon the following Specific Implementation Plan (SIP) submitted for approval pursuant to 17.36B(7), of the Baraboo Code of Ordinances:

1. The real property involved in this Specific Implementation Plan (SIP) consists of that property located on the east side of Waldo Street, between Parkside Avenue and Hager Street, more particularly described as follows:

Part of Lot 1 of Sauk County Certified Survey Map No. 7231 recorded as Document No. 1243051 in Volume 45 of Certified Surveys, page 7231, all in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 2, T11N, R6E, City of Baraboo, Sauk County, Wisconsin and bounded by a line described as follows:

Commencing at the found standard Harrison monument at South One—Quarter Corner of said Section 2;

Thence, N00°51'41"W, along the west line of the Southeast Quarter of said Section 2, T11N, R6E, 256.38 feet, to the Point of Beginning, (P.O.B.) of Phase 1 of Baraboo Bluffs Condominium;

Thence, N74°37'15"W, 76.27 feet (L1);

Thence, N89°00' 17"W, 265.53 feet (L2);

Thence, S87°40'51"W, 132.66 feet (L3)

Thence, S84°01'38"W, 158.45 feet (L4), to the east right-of-way line of Waldo Street;

Thence, N00°18'48"W; along the said east right-of-way line of Waldo Street, 137.83 feet, (L5+95.84), to a found ¾" diameter iron rod at the northwest corner of Lot 4 of Sauk County Certified Survey Map No. 2184;

Thence, N00°18'29"W; continuing along the said east right-of-way line of Waldo Street, 24.01 feet (L6), to its intersection with the north line of a private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231;

Thence, N89°15'31"E; along the said north line of a private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 40.43 feet (L7), to the beginning of a curve to the left;

Thence, 77.38 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a curve to the left having a radius of 717.00 feet, an included angle of 06°71'00", (a chord of 77.34 feet which bears N86°10'01"E) (C1), to the end of said curve;

Thence, N83°04'31"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and its easterly extension, 15.81 feet (L8), to the beginning of a curve to the right;

Thence, 139.72 feet, along said curve to the right, being the southwesterly extension of the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and the north line thereof, having a radius of 1883.00 feet, an included angle of 04°15'05"; (a chord of 139.69 feet which bears N85°12'03"E) (C2), to the end of said curve;

Thence, N02°40'24"W, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 12.78 feet (L9);

Thence, N35°44'20"E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 10.00 feet (L10);

Thence, S54°15'40"E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 33.64 feet (L11) to the beginning of a non-tangent curve, concave to the southwest;

Thence, 221.47 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a non-tangent curve, concave to the southwest, having a radius of 1883.00 feet, an included angle of 06°44'20"; (a chord of 221.34 feet which bears S88°18'46"E) (C3), to the end of said curve;

Thence, S84°56'36"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 44.35 feet (L12), to the beginning of a curve to the left;

Thence, 30.34 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a curve to the left having a radius of 367.00 feet, an included angle of 04°44'11", (a chord of 30.33 feet which bears S87°18'42"E) (C4), to the end of said curve;

Thence, S89°40'47"E, continuing along said north line of private street, (Louis Lane) and Utility Easement and the south line of Outlot 1 shown on said Sauk County Certified Survey Map No. 7231, 359.01 feet (L13), to a found 1-¼" diameter iron rod at the southeast corner thereof and the southwest corner of Lot 15 of Park Ridge;

Thence, N86°00'16"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and the south line of said Lot 15 of Park Ridge, 190.35 feet (L14) to a found ¾" diameter iron rod at the southeast corner thereof and the west right-of-way line of Parkside Avenue;

Thence, S00°11'41"E; along the said west right-of-way line of Parkside Avenue, 66.16 feet (L15), to a 1 1/2" diameter iron rod at the south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and northeast corner of Lot 76 of Parkside Subdivision;
 Thence, S86°00'16"W, along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231 and the north line of said Lot 76 of Parkside Subdivision, 190.03 feet (L16), to a found 3/4" diameter iron rod at the southwest corner thereof;
 Thence, S89°39'29"W continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 11.37 feet (L17); Thence, S00°20'31"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 5.90 feet (L18);
 Thence, N89°39'29"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 10.00 feet (L19);
 Thence, N76°39'16"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 26.21 feet (L20);
 Thence, N89°39'29"W; continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231 and its westerly extension, 121.78 feet (L21), to its intersection with the west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231;
 Thence, S00°29'18"E, along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 96.75 feet (L22);
 Thence, N82°54'33"W, continuing along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 26.55 feet (L23);
 Thence, S84°35'18"W, 136.67 feet (L24), returning to the point of beginning.

Baraboo Bluffs Condominium Phase 1 contains 3.48 Ac., 151,648 Sq. Ft., and is subject to all other easements and rights of way of record.

2. The property is currently vacant.
3. The property is presently zoned as a Planned Unit Development and pursuant to the approved General Development Plan (GDP) that was approved at the November 8th Council Meeting. The specific intention of the developer is to construct an 85-unit multi-family residential condominium development
4. The GDP was specifically approved for an 85-unit multi-family residential condominium development that will consist of a mixture of two-unit and three-unit buildings and a clubhouse with an interior network of private roadways. The developer intends to install the sanitary sewer, water main, and storm sewer to the City's standard specifications with an expectation to dedicate these utilities to the City for their future maintenance and operation. This Phase 1 SIP substantially conforms to the approved GDP and consists of six buildings consisting of three two-unit building and three three-unit buildings. The main east-west roadway and underground utilities will be completed as part of this Phase 1 project.
5. The property is specifically approved for use as a 15-unit condominium development in accordance with the attached SIP. The use of this property and the location of the buildings shall not be changed from such use without modification of the GDP and subsequent approval by the City's Common Council.
6. Signs upon the property shall be allowed pursuant to the Baraboo Sign Ordinance, §17.80, Code of Ordinances and the location of such signage is included in this SIP.
7. The terms of this SIP shall be covenants running with the land, and applicable not only to the petitioner, but to any and all subsequent owners as well.

Baraboo Bluffs Condominium

- ◇ City of Baraboo • Specific Implementation Plan (SIP) of Proposed Development •
- ◇ Submitted November 9, 2022 •

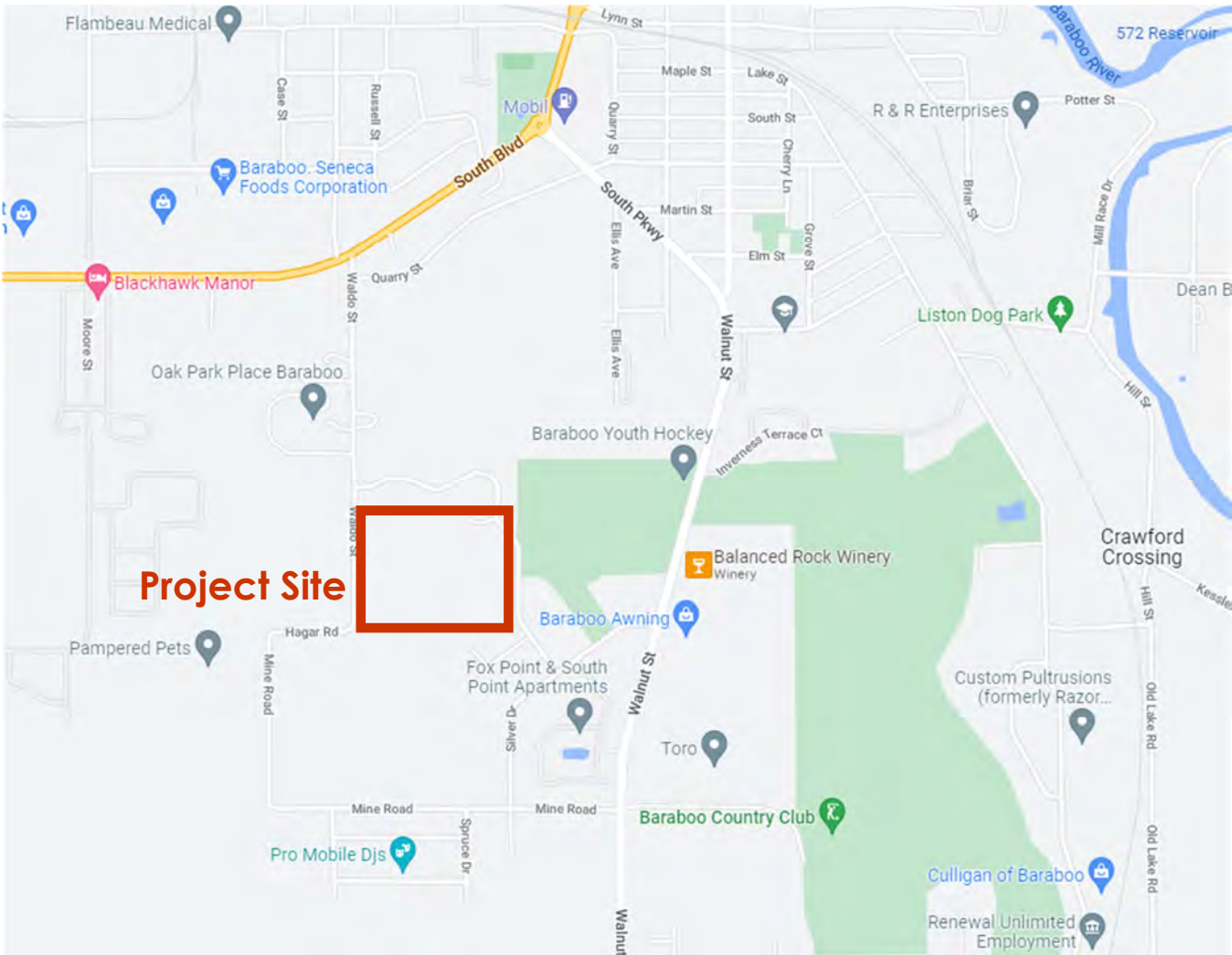


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Specific Implementation Plan

Introduction

The proposed Baraboo Bluffs Condominium development will be a new neighborhood on the south side of Baraboo consisting of approximately 85 residential dwelling units. The development is near Pierce Park and other community facilities. The development will include private streets and dwelling units will be nestled into the existing hill. The project is aimed at Seniors featuring two and three dwelling unit residential buildings. This will allow for the development of affordable family homes. The project will include recreational green space, a clubhouse, playground, pedestrian paths and a pickleball area.

The development will include a Condominium Plat with Condominium declarations, and be constructed in phases. The table below list the number of buildings by type and number of dwelling units.

Project Description

Phase 1: Will include mass grading and the construction of the stormwater retention pond. In addition, utilities will be run through the center of the property. The main west—east road (Louis Lane) will be constructed including the street and utilities to serve the units on either side of Louis Lane. Six buildings including one small duplex, two large duplexes, and a mix of 3—1 and 2 story three-unit buildings will be constructed. Phase 1 will begin in the Fall of 2022 and completed in 2023.

Phase 2: Will start with the units on the south side of the property along Gust Road and Pitt Place.—Phase 2 will begin in Spring 2023, depending on housing demand.

Phase 3: Will be the construction of the remaining streets and residential units. Phase 3 will also depend on the housing demand, but could begin in the Fall of 2023. Phase 3 may be split into several phases depending on demand and the overall market at the time of development.

Project Specifics

Specific project themes and images.



See Appendix B and C.

Dwelling Unit Types

There will be a variety of dwelling units; typically one and two-story buildings. Typical dwelling units will range from approximately 1,400 square feet to 2,200 square feet with two to three bedrooms, two bathrooms, and attached garages. The floor plans will be open for maximum flexibility. Bedrooms will be on the upper level with several units having master bedrooms on the main floor. The units will have patios and porches to connect to the outside environment.

Building Type	Approximate Number of Buildings	Units
Two Unit Condo	17	34
Three-Unit Condo	17	51
Clubhouse	1	

The exterior will be of a traditional and craftsman design. There will be a variety of building design images. The buildings will have sloped roofs with dimensional shingles. The exteriors will have a variety

of low-maintenance finishes, including SmartSide siding, vinyl windows, masonry and cultured stone. Exterior elevations of the buildings are included in the appendix.

Specific Residential Densities

There will be 17 two-unit condominiums; and 17 three-unit condominiums for a total of 85 units. The project site is approximately 19 acres in size, the resulting density is 4.46 dwelling units per acre.

Sustainable Building Practices

The development will utilize sustainable building practices where practical, including, but not limited to the following:

- Window with a U-factor of .28
- Doors with more than ½ lite will have a U-factor of .30
- LED light fixtures
- Energy star appliances
- Low flow plumbing fixtures
- Duct insulation in attics of R-8 rating
- Wall and ceiling insulation as listed below
- Wall insulation with a U-factor of 0.051
- Ceiling insulation with a U-factor of 0.027

Specific Treatment of Natural Features

The project will be designed and constructed to blend with the natural topography. In future phases several dwelling units may have exposed, accessible lower levels that will be cut into the hillside to create a walk-out.

A two cell stormwater management system is proposed on the eastern side of the site. The cells will include a dry infiltration basin and a wet basin and they are approximately 0.92 acres in size. The stormwater system will be designed to meet regulatory requirements and will be designed to accommodate the 1-year through 100-year storm events.

Specific relationship to nearby properties and public streets

The proposed Louis Lane will connect Waldo Street to Parkside Avenue. The project will be adjacent to residential development to the north and to the east. The property to the west is vacant woodland and farmland. The property to the south is one single family residential dwelling on a large lot. This proposed development will blend with the neighboring land uses.

Statement of Rationale

Baraboo Bluffs Condominium Development will be a new neighborhood on the south side of Baraboo. The development is near Pierce Park and other community facilities. The development will include walking paths and a community center with a playground and a pickleball court. There will be a variety of residences; a mix of one-story and two-story with two or three bedrooms. The property is currently zoned Agricultural Transition (A-1) and that zoning designation is not compatible with the proposed land use. The Planned Development zoning will provide a clear, logical zoning classification. Planned Development zoning will give the Baraboo Bluffs Condominium development the flexibility needed to best utilize the space and will provide the long-term, cost-effective and planned approach to development desired by the City.

Zoning Standards—Exceptions

- A. Permitted Uses.** Project includes two and three family dwellings.
- B. Minimum Yard Dimensions.** The principal building lot dimensions will be established with the Condominium Plat, as will the rear yard setbacks.
- C. Additional Minimum Requirements for Development.** A path will be provided throughout the development for pedestrian movements rather than a sidewalk along the streets.
- D. Setback.** The rear yard and side yard setbacks will be set with the Condominium Plat.

E. Chapter 18. A path will be provided throughout the development to supersede the need for sidewalks along the streets.

Curb and gutter will be provided on Louis Lane, but not on the other interior streets in the development. Louis Lane will meet the 24-foot wide road width standards.

A tree every 40-feet will not be provided but a landscape plan is attached that provides screening throughout the property. In addition, each building will have landscaping adjacent to the building.

Traffic Study

A traffic study was completed for the existing and proposed Waldo Street and South Boulevard intersection. The results of the study are included in Appendix D. The takeaways of the traffic study are:

- The developments combined are anticipated to add about 200 peak hour trips.
- The Hitchcock and Waldo intersections operate with relatively low side street delay.
- Development traffic is expected to have minimal impact on increased delays at the Waldo Street and South Boulevard intersection. Side streets stay at a Level of Service C after full buildout.

The study considered the new traffic the two developments are expected to create and where traffic will go (Exhibit 10). The two developments are Baraboo Bluffs Condominium project in addition to a separate planned development to the south. This traffic is primarily anticipated to travel to and from South Boulevard via Waldo Street and South Parkway.

Analysis was also performed to determine how the South Boulevard intersections with Hitchcock Street and with Waldo Street operate currently (Exhibit 5) and with the developments (Exhibit 16). Existing traffic was counted during and represents weekday morning and afternoon peak hours. The developments are not anticipated to have a significant impact to traffic operations. If drivers find the delay to make the

northbound left turn from Waldo Boulevard too long, they are anticipated to shift towards South Parkway so that they may enter South Boulevard using the roundabout where they should experience less delay.

Summary

Baraboo Bluffs Condominium development is requesting Planned Development Zoning to promote and allow the most effective use of the Baraboo Bluffs Condominium property. The underlying zoning standards are not suitable for the proposed residential use of the site. The Planned Development Zoning designation of this proposed development on this site is the best, most efficient use of the site to promote residential development.

Baraboo Bluffs Condominium development began this fall including mass grading. In addition, it is anticipated the stormwater infrastructure, utilities, and the construction of Louis Lane will begin this fall. In addition, 6 buildings on the south side of Louis Lane will begin construction in December 2022 and will be completed in 2023.

The SIP establishes the phases of the project and a detailed description of the activities and is consistent with the approved General Development Plan. The project will consist of duplexes and triplexes that range in size from 1,400 square feet to 2,200 square feet and the units will be one and two-story. Construction of the units will include dimensional shingles, SmartSide siding, cultured stone, single hung windows and shutters. In addition, the units will have decks and porches, at-grade entrances for senior living options with patios.

The common area will consist of a Clubhouse with a basement, lighting of the main road, and signs at each entrance to the development. Recreational activities will include: pickleball court, playground and a paved walking trail.

Once completed, the Baraboo Bluffs Condominium development will provide a high quality development that is compatible with the surrounding neighborhoods and consistent with the City's comprehensive plan.

APPENDIX A